



CITY COUNCIL OF THE CITY OF LA HABRA
ADJOURNED REGULAR MEETING 5:30 P.M
&
REGULAR MEETING 6:30 P.M.
&
REGULAR JOINT MEETING WITH THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LA HABRA,
LA HABRA CIVIC IMPROVEMENT AUTHORITY,
CITY OF LA HABRA HOUSING AUTHORITY,
AND LA HABRA UTILITY AUTHORITY
MONDAY, NOVEMBER 4, 2024

COUNCIL CHAMBER
100 EAST LA HABRA BOULEVARD
LA HABRA, CALIFORNIA 90631

The Regular Meeting of the City Council and Regular Joint Meeting with the Successor Agency to the Redevelopment Agency of the City of La Habra, La Habra Civic Improvement Authority, City of La Habra Housing Authority, and La Habra Utility Authority for November 4, 2024, will be at the City of La Habra Council Chamber located at 100 East La Habra Boulevard, La Habra, California. The City Council Chamber will be open to the public at 6:00 p.m. and the meeting will start promptly at 6:30 p.m.

The public is encouraged to participate in the Regular Meeting of the City Council and Regular Joint Meeting with the Successor Agency to the Redevelopment Agency of the City of La Habra, La Habra Civic Improvement Authority, City of La Habra Housing Authority, and La Habra Utility Authority by attending in person or submitting written comments via email to cc@lahabraca.gov no later than 5:00 p.m. on Monday, November 4, 2024. Written comments sent to the City by 5:00 p.m. on the day of the meeting will be printed and provided to the City Council prior to the meeting. The meeting can also be viewed live through the City of La Habra website at www.lahabraca.gov/356/Archived-Council-Videos by clicking on "Watch Live" at 6:30 p.m.

The City of La Habra live broadcasts and replays City Council Meetings on La Habra Cable Channel 3 and over the website at www.lahabraca.gov. Please note that in person attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

The City of La Habra makes every effort to comply with the Americans with Disabilities Act (ADA) in all respects. Should you need special assistance to participate in this meeting, please contact the City Clerk's Office at (562) 383-4030 or cc@lahabraca.gov prior to the meeting. Every effort will be made to provide reasonable accommodations.

ADJOURNED REGULAR MEETING 5:30 P.M.:

CALL TO ORDER: Council Chamber, Closed Session Room 112C

ORAL COMMUNICATIONS FROM THE PUBLIC FOR CLOSED SESSION MATTERS:

CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PER GOVERNMENT CODE SECTION 54956.8 -- PROPERTY: 216 NORTH EUCLID STREET (APN 022-062-27); CITY NEGOTIATOR JIM SADRO, CITY MANAGER; NEGOTIATING PARTIES; SUSSOEV JM & DD Fam Trust, OWNER; UNDER NEGOTIATION: PRICE AND TERMS.

ADJOURNMENT:

REGULAR MEETING & REGULAR JOINT MEETING 6:30 P.M.:

CALL TO ORDER: Council Chamber

INVOCATION: City Attorney/Legal Counsel Jones

PLEDGE OF ALLEGIANCE: Mayor Pro Tem/Director Espinoza

ROLL CALL: Mayor/Director Nigsarian
Mayor Pro Tem/Director Espinoza
Councilmember/Director Gomez
Councilmember/Director Medrano
Councilmember/Director Surich

CLOSED SESSION ANNOUNCEMENT:

PROCLAMATIONS/PRESENTATIONS:

1. PRESENTATION BY THE LA HABRA HOST LIONS CLUB
2. PROCLAIM NOVEMBER 10-16, 2024, AS "NATIONAL NURSE PRACTITIONER WEEK" IN THE CITY OF LA HABRA
3. PROCLAIM NOVEMBER 11-15, 2024, AS "LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL WEEK" IN THE CITY OF LA HABRA

PUBLIC COMMENTS: When addressing the La Habra City Council, please complete a Speaker's Card before leaving the Council Chamber.

General Public Comments shall be received at the beginning of the governing body meeting and limited to three (3) minutes per individual, with a total time limit of 30 minutes for all public comments, unless otherwise modified by the Mayor or Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time, and comments must be kept brief, non-repetitive, and professional in nature.

The general Public Comment portion of the meeting allows the public to address any item of City business not appearing on the scheduled agenda. Per Government Code Section 54954.3(a), such comments shall not be responded to by the governing body during the meeting.

CONSENT CALENDAR:

Senate Bill 1439 ("SB 1439") amended Government Code Section 84308 to expand the regulation of campaign contributions in excess of \$250 from donors involved in certain matters before the legislative body. If the donor has a matter pending before the agency, and the official received a campaign contribution from the donor in excess of \$250 in the prior 12 months, the official must publicly disclose the contribution and cannot in any way participate in the decision of the matter. The donor also has a duty to disclose the contribution on the record.

In the 12 months following the decision, a local official cannot receive campaign contributions in excess of \$250 from a donor with an economic interest in the governmental decision. Public officials are encouraged to closely track all campaign contributions which collectively exceed \$250 in any 12-month period from any single source.

All matters on Consent Calendar are considered to be routine and will be enacted by one motion unless a Councilmember, City staff member, or member of the audience requests separate action or removal of an item. Removed items will be considered following the Consent Calendar portion of this agenda. Public comment shall be limited to three (3) minutes per individual, with a total time limit of 30 minutes per item that has been removed for separate discussion, unless otherwise modified by the Mayor. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time, and comments must be kept brief, non-repetitive, and professional in nature.

CITY COUNCIL:

1. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.
2. APPROVE CITY COUNCIL OF THE CITY OF LA HABRA MEETING MINUTES

That the City Council approve the City Council of the City of La Habra Regular Meeting Minutes of October 21, 2024.

3. APPROVE COMMUNITY SERVICES COMMISSION MEETING MINUTES

That the City Council receive and file the Community Services Commission of the City of La Habra meeting minutes for:

- August 9, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023
- December 13, 2023
- January 17, 2024
- February 15, 2024
- March 13, 2024
- April 10, 2024
- May 8, 2024
- June 12, 2024
- August 14, 2024

4. APPROVE A PROXY NOMINATION TO THE CALIFORNIA DOMESTIC WATER COMPANY (CDWC) BOARD OF DIRECTORS

That the City Council:

A. Approve and authorize the City Manager to execute a Notice of Nomination of Directors for the California Domestic Water Company (CDWC) Board to nominate Richard Jones for the office of Director; and,

B. Approve and authorize the Mayor and City Clerk to execute proxy votes for the election of Directors to the CDWC Board for the election to be held at the CDWC Annual Meeting of Shareholders scheduled on November 15, 2024.

5. APPROVE ISSUANCE OF A PURCHASE ORDER TO QUINN COMPANY, INDUSTRY, CALIFORNIA, IN THE AMOUNT OF \$231,677.55 FOR ONE (1) NEW WHEEL LOADER

That the City Council:

A. Per La Habra Municipal Code Section 4.20.070 (C), utilize the cooperative purchase provision of a competitively bid contract awarded by the State of Minnesota, contract order #011723 for the purchase of one (1) new Caterpillar (CAT) 930 Wheel Loader to replace existing units; and,

B. Authorize the City Manager to issue a purchase order in the amount of \$231,677.55 from the Fleet Replacement Fund to Quinn Company, Industry, California, for the purchase of one (1) new wheel loader to replace an existing unit.

6. PROPOSED AMENDMENT NO. 2 TO AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR EMS EMERGENCY TRANSPORTATION SERVICES

That the City Council:

A. Approve and authorize the City Manager to execute Amendment No. 2 to the City's agreement with Falck Mobile Health Corporation, DBA Care Ambulance Service Inc. (Falck), for EMS Emergency Transportation Services;and

B. Authorize the City Manager to execute the option to extend the agreement with Falck in future years in accordance with the fee schedule in Amendment No. 2.

7. APPROVE AGREEMENT WITH MDJ MANAGEMENT, LLC. FOR EMERGENCY ROOF BEAM REPAIRS AT THE CITY OF LA HABRA CHILD DEVELOPMENT MAIN OFFICE

That the City Council:

A. Approve the waiver of the competitive bidding process per La Habra Municipal Code Section 4.20.070 (A) in case of an emergency as determined by the City Manager;

B. Authorize the City Manager to execute an agreement for the City of La Habra Child Development Main Office Roof Improvements with MDJ Management, LLC., and authorize staff to issue a purchase order to MDJ Management, LLC, in an amount not to exceed \$44,500; and,

C. Approve an appropriation of up to \$44,500 from the California State Preschool Contract Grant Fund.

8. WARRANTS: APPROVE NOS. 00145315 THROUGH 00145317 TOTALING \$82,953.87; AND NOS.1079 THROUGH 1250 TOTALING \$3,497,790.93; AND APPROVE WIRE TRANSFERS DATED 10/24/2024, TOTALING \$1,657,432.50

That the City Council approve Nos.00145315 through 00145317 totaling \$82,953.87; and approve Nos.1079 through 1250 totaling \$3,497,790.93; and approve Wire Transfers dated 10/24/2024, totaling \$1,657,432.50.

CITY COUNCIL, AGENCY, & AUTHORITIES:

1. APPROVE AMENDMENT OF GOVERNING DOCUMENTS FOR THE LA HABRA CIVIC IMPROVEMENT AUTHORITY AND THE SUCCESSOR AGENCY TO THE LA HABRA REDEVELOPMENT AGENCY TO ESTABLISH THE MAYOR AND MAYOR PRO TEM AS THE CHAIR AND VICE-CHAIR OF THESE AGENCIES

That the City Council, Successor Agency and Housing Authority:

A. APPROVE AND ADOPT RESOLUTION NO. CC, SA, AND HA 2024-__ ENTITLED: A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA, AND THE LA HABRA HOUSING AUTHORITY AMENDING THE JOINT POWERS AGREEMENT FOR THE LA HABRA CIVIC IMPROVEMENT AUTHORITY; and,

B. APPROVE AND ADOPT RESOLUTION NO. SA 2024-__ ENTITLED: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA ADOPTING AMENDED BYLAWS.

SUCCESSOR AGENCY:

1. APPROVE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA MEETING MINUTES

That the Successor Agency approve the Successor Agency to the Redevelopment Agency of the City of La Habra Meeting Minutes of:

- August 19, 2024
- September 3, 2024
- September 16, 2024
- October 7, 2024
- October 21, 2024

CIVIC IMPROVEMENT AUTHORITY:

1. APPROVE LA HABRA CIVIC IMPROVEMENT AUTHORITY MEETING MINUTES

That the Civic Improvement Authority approve the La Habra Civic Improvement Authority Meeting Minutes of:

- August 19, 2024
- September 3, 2024
- September 16, 2024
- October 7, 2024
- October 21, 2024

HOUSING AUTHORITY:

1. APPROVE CITY OF LA HABRA HOUSING AUTHORITY MEETING MINUTES

That the Housing Authority approve the City of La Habra Housing Authority Meeting Minutes of:

- September 16, 2024
- October 7, 2024
- October 21, 2024

UTILITY AUTHORITY:

1. APPROVE CITY OF LA HABRA UTILITY AUTHORITY MEETING MINUTES

That the City of La Habra Utility Authority approve the Utility Authority Meeting Minutes of:

- October 7, 2024
- October 21, 2024

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION:

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS: None at this time.

MAYOR'S COMMUNITY CALENDAR:

COMMENTS FROM STAFF:

COMMENTS FROM COUNCILMEMBERS/DIRECTORS:

ADJOURNMENT: Adjourned to Monday, November 18, 2024, at 5:30 p.m. in the City Council Closed Session Room 112C, 100 East La Habra Boulevard, followed by the Regular Meeting at 6:30 p.m. in the City Council Chamber.

Except as otherwise provided by law, no action shall be taken on any item not appearing in the foregoing agenda. A copy of the full agenda packet is available for public review at the Office of the City Clerk during regular business hours, and on the City's webpage at <http://www.lahabraca.gov/>.

Materials related to an item on this Agenda submitted to the City Council/Authority/Agency after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 110 East La Habra Boulevard, La Habra, during normal business hours.

In accordance with the Federal Americans with Disabilities Act of 1990, should you require a disability-related modification or accommodation, including auxiliary aids or services to participate in the meeting due to a disability, please contact the City Clerk's Office at least ninety-six (96) hours in advance of the meeting at (562) 383-4030.

DECLARATION: This agenda was posted on the bulletin boards outside the south entrance of City Hall and the Council Chamber, where completely accessible to the public, at least 72 hours in advance of the City Council Meeting.

Rhonda J. Barone, CMC
City Clerk/Secretary



City of
LA HABRA
City Council Agenda Report

Proclamations/Presentations
Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: PRESENTATION BY THE LA HABRA HOST LIONS CLUB



City of
LA HABRA
City Council Agenda Report

Proclamations/Presentations
Item No. 2.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: PROCLAIM NOVEMBER 10-16, 2024, AS "NATIONAL NURSE PRACTITIONER WEEK" IN THE CITY OF LA HABRA

Attachments

Proclamation

National Nurse Practitioner Week *November 10-16, 2024*

WHEREAS, nurse practitioners (NPs) serve as trusted frontline providers of health care for patients in California; and

WHEREAS, NPs are advanced practice registered nurses (APRNs) who have advanced clinical education and training building upon their initial registered nurse preparation; and

WHEREAS, there are 355,000 licensed nurse practitioners in the United States providing primary, acute, and specialty care to patients of all ages and walks of life; and

WHEREAS, NPs diagnose, treat, and prescribe medications and other treatments to patients through a caring, patient-centered, holistic model of care; and

WHEREAS, citizens of our state and nation have great trust in the high-quality care nurse practitioners provide, resulting in over one billion patient visits annually to NPs across the country; and

WHEREAS, five decades of research demonstrates the high quality of care provided by nurse practitioners; and

WHEREAS, leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association, and Federal Trade Commission have taken notice of the benefits of nurse practitioner Full Practice Authority and have endorsed such a regulatory model; and

WHEREAS, the City of La Habra is proud to recognize and honor the service of nurse practitioners to our state.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Habra, in recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state, hereby proclaims November 10-16, 2024, as Nurse Practitioner Week in the City of La Habra.

DATED this 4th day of November, 2024.

Daren Nigsarian
Mayor

Attest: Rhonda J. Barone, CMC
City Clerk



City of
LA HABRA
City Council Agenda Report

Proclamations/Presentations
Item No. 3.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: PROCLAIM NOVEMBER 11-15, 2024, AS "LAW ENFORCEMENT RECORDS AND
SUPPORT PERSONNEL WEEK" IN THE CITY OF LA HABRA

Attachments

Proclamation

Law Enforcement Records and Support Personnel Week

WHEREAS, the City Council of the City of La Habra appreciates the valuable contributions of our employees to the community; and

WHEREAS, the City Council wishes to specifically recognize and commend Police Records Specialists, Property Technicians, Court Liaisons, and Police Service Aides for their outstanding dedication, hard work, and team effort in their roles as police support personnel; and

WHEREAS, the administrative professionals consistently demonstrate exemplary communication with community members, as well as with local, state and country-wide broadcasting of high-priority law enforcement information; and

WHEREAS, also demonstrated is excellent attention to detail with quality control, inventory, disposition of evidence, and effective communication with the court community that is crucial to the successful completion of criminal cases; and

WHEREAS, dedication to the accuracy and efficient processing of police reports, property & evidence, court paperwork, and possess effective organizational skills which provide staff with assistance in the areas of data entry, filing, and report releases, along with positive and energetic attitudes, make for a productive and pleasant workplace.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of La Habra does hereby acknowledge, with appreciation, the women and men whose outstanding customer service, dedication, and professionalism ensure that the La Habra Police Department provides excellent service to the community and proudly recognizes the week of November 11-15, 2024, as *Law Enforcement Records and Support Personnel Week* in the City of La Habra and commends those dedicated professionals for their work on behalf of public safety.

DATED this 4th day of November, 2024.

Daren Nigsarian
Mayor

Attest: Rhonda J. Barone, CMC
City Clerk



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 2.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE CITY COUNCIL OF THE CITY OF LA HABRA MEETING MINUTES

RECOMMENDATION:

That the City Council approve the City Council of the City of La Habra Regular Meeting Minutes of October 21, 2024.

Attachments

City Council Minutes of 10/21/2024

MINUTES

CITY COUNCIL OF THE CITY OF LA HABRA

ADJOURNED REGULAR MEETING 5:30 P.M.

REGULAR MEETING 6:30 P.M.

Monday, October 21, 2024

ADJOURNED REGULAR MEETING 5:30 P.M.: Cancelled.

REGULAR MEETING 6:30 P.M.:

CALL TO ORDER: Mayor Nigsarian called the Regular Meeting of the City Council of the City of La Habra to order at 6:30 p.m. in the City Council Chamber, located at 100 East La Habra Boulevard, La Habra, California.

INVOCATION: City Attorney Jones

PLEDGE OF ALLEGIANCE: La Habra City School District and Lowell Joint Unified School District students

COUNCILMEMBERS PRESENT: Mayor Nigsarian
Mayor Pro Tem Espinoza
Councilmember Gomez
Councilmember Medrano
Councilmember Surich

COUNCILMEMBERS ABSENT: NONE

OTHER OFFICIALS PRESENT: City Manager Sadro
City Attorney Jones
Assistant City Manager Yap
Management Analyst II Hurt
City Clerk Barone
Assistant City Clerk Lopez

CLOSED SESSION ANNOUNCEMENT: None.

PROCLAMATIONS/PRESENTATIONS:

1. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE LA HABRA CITY SCHOOL DISTRICT AND LOWELL JOINT UNIFIED SCHOOL DISTRICT STUDENTS WHO HAD PERFECT TEST SCORES ON THE 2024 CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS

Mayor Nigsarian and Councilmember Surich presented Certificates of Recognition to the La Habra City School District and Lowell Joint Unified School District students.

2. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE LA HABRA CITY SCHOOL DISTRICT AND LOWELL JOINT UNIFIED SCHOOL DISTRICT TEACHERS OF THE YEAR AND CLASSIFIED EMPLOYEES OF THE YEAR

Mayor Nigsarian invited School Superintendents Jim Coombs and Dr. Mario Carlos to the podium to present Certificates of Recognition to the Teachers of the Year and Classified Employees of the Year.

PUBLIC COMMENTS:

Lynn Holmquist, Whittier resident, spoke.

Maria Mahecha, La Habra resident, spoke.

CONSENT CALENDAR:

Moved by Councilmember Medrano, seconded by Councilmember Gomez, and CARRIED UNANIMOUSLY (5-0) TO APPROVE CITY COUNCIL CONSENT CALENDAR ITEMS 1 THROUGH 8.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Mayor Pro Tem Espinoza,
Councilmember Gomez, Councilmember Medrano, Councilmember Surich
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

1. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.

2. APPROVE CITY COUNCIL OF THE CITY OF LA HABRA MEETING MINUTES

That the City Council approve the City Council of the City of La Habra Regular Meeting Minutes of October 7, 2024.

3. APPROVE DENIAL OF LIABILITY CLAIM OF MR. ANTHONY PANTOJA

That the City Council deny the claim of Mr. Anthony Pantoja in order to set a definite six-month Statute of Limitations date.

4. APPROVE ISSUANCE OF A PURCHASE ORDER TO LONG BEACH BMW MOTORCYCLES, LONG BEACH, CALIFORNIA, IN THE AMOUNT OF \$38,180.19 FOR ONE NEW POLICE MOTORCYCLE

That the City Council:

A. Per La Habra Municipal Code Section 4.20.070 (C), utilize the cooperative purchase provision of a competitively bid contract awarded by the Los Angeles County Sheriff's Department, contract order #PO-SH- 23008318-1, for the purchase of one new Police motorcycle to replace a motorcycle damaged in an accident;

- B. Authorize the City Manager to issue a purchase order in the amount of \$38,180.19 from the Fleet Replacement Fund to Long Beach BMW Motorcycles, Long Beach, California, for the purchase of one new Police motorcycle to replace a motorcycle damaged in an accident; and,
 - C. Approve an appropriation of \$38,180.19 from the available unencumbered Fleet Replacement Fund balance to complete this purchase.
5. APPROVE NOTICE OF COMPLETION FOR EMERGENCY STORM DRAIN REPAIRS AT THE INTERSECTION OF HARBOR BOULEVARD AND ARBOLITA DRIVE, CITY PROJECT NO.1-D-24

That the City Council:

- A. Approve Notice of Completion for Emergency Storm Drain Repairs at the Intersection of Harbor Boulevard and Arbolita Drive, City Project No.1-D-24, and authorize staff to file the Notice of Completion for recordation;
 - B. Approve the appropriation of additional funding in the amount \$57,086.28 from available American Rescue Plan Act (ARPA) Funds to cover extra work requested by the Public Works Department for this project; and,
 - C. Authorize staff to credit \$31,820.04 of General Fund capital funding back to reserves.
6. APPROVE CONTINUED FUNDING APPLICATION FOR THE CITY OF LA HABRA STATE PRESCHOOL PROGRAM FOR THE 2025-2026 FISCAL SCHOOL YEAR

That the City Council:

- A. Approve and authorize the City Manager to execute and submit the Fiscal Year 2025--2026 Continued Funding Application to the California Department of Education Early Learning and Care Division; and,
 - B. APPROVE AND ADOPT **RESOLUTION NO. CC 2024-27** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, CERTIFYING THE APPROVAL AND AUTHORIZING THE SUBMISSION OF FISCAL YEAR 2025-2026 CONTINUED FUNDING APPLICATION TO THE CALIFORNIA DEPARTMENT OF EDUCATION EARLY LEARNING AND CARE DIVISION.
7. APPROVE CONTINUED FUNDING APPLICATION FOR THE CITY OF GENERAL CHILDCARE (CCTR) PROGRAM FOR THE 2025-2026 FISCAL SCHOOL YEAR

That the City Council:

- A. Approve and authorize the City Manager to execute the Continued Funding Application for the General Child Care Grant Program (CCTR) for Fiscal Year 2025-2026 with the California Department of Social Services; and,

- B. APPROVE AND ADOPT **RESOLUTION NO. CC 2024-28** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, CERTIFYING THE APPROVAL AND AUTHORIZING THE SUBMISSION OF A GENERAL CHILD CARE PROGRAM (CCTR) CONTINUED FUNDING APPLICATION WITH THE CALIFORNIA STATE DEPARTMENT OF SOCIAL SERVICES.
8. WARRANTS: APPROVE NOS. 00145299 THROUGH 00145314 TOTALING \$289,262.27; AND APPROVE NOS. 850 THROUGH 1078 TOTALING \$6,975,554.64

That the City Council approve Nos.00145299 through 00145314 totaling \$289,262.27; and approve Nos. 850 through 1078 totaling \$6,975,554.64.

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION: None.

PUBLIC HEARINGS:

1. DULY NOTICED PUBLIC HEARING TO CONSIDER THE PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY OF LA HABRA'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2021-2022 AND FISCAL YEAR 2024-2025

Project Manager Louie presented the staff report.

City Council discussion included: apartment units requiring complete renovations; occupancy status of the renovated apartment unit; affordable housing for seniors and low-income residents; and appreciation of City staff for their work providing housing services to residents in need.

Mayor Nigsarian opened the public hearing at 6:59 p.m. There was no public testimony.

Moved by Councilmember Gomez, seconded by Councilmember Surich, and CARRIED UNANIMOUSLY (5-0) THAT THE CITY COUNCIL:

- A. Hold a hearing and receive public comments; and,
- B. APPROVE AND ADOPT **RESOLUTION NO. CC 2024-29** ENTITLED: A RESOLUTION OF THE CITY OF LA HABRA, CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBSTANTIAL AMENDMENT TO THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2021-2022 AND FISCAL YEAR 2024-2025.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Mayor Pro Tem Espinoza,
Councilmember Gomez, Councilmember Medrano, Councilmember Surich
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

CONSIDERATION ITEMS: None at this time.

MAYOR'S COMMUNITY CALENDAR:

Mayor Nigsarian announced upcoming community events and activities.

COMMENTS FROM STAFF:

City Manager Sadro spoke regarding the Los Angeles Dodgers' National League Championship.

COMMENTS FROM COUNCILMEMBERS:

Each City Councilmember reported on their attendance to current community events and activities.

Councilmember Surich requested the meeting be adjourned in memory of Barbara Jean Wright Modeland.

ADJOURNMENT: Mayor Nigsarian adjourned the meeting in memory of Barbara Jean Wright Modeland at 7:23 p.m. to Monday, November 4, 2024, at 5:30 p.m. in the City Council Closed Session Room 112c, 100 East La Habra Boulevard, followed by the Regular Meeting at 6:30 p.m. in the City Council Chamber.

Respectfully submitted,

Rhonda J. Barone, CMC
City Clerk

These Minutes were approved on _____.



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 3.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Kelly Fujio, Director of Community Services

SUBJECT: APPROVE COMMUNITY SERVICES COMMISSION MEETING MINUTES

RECOMMENDATION:

That the City Council receive and file the Community Services Commission of the City of La Habra meeting minutes for:

- August 9, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023
- December 13, 2023
- January 17, 2024
- February 15, 2024
- March 13, 2024
- April 10, 2024
- May 8, 2024
- June 12, 2024
- August 14, 2024

Attachments

Aug 2023 Min
Sep 2023 Min
Oct 2023 Min
Nov 2023 Min
Dec 2023 Min
Jan 2024 Min
Feb 2024 Min
Mar 2024 Min
Apr 2024 Min
May 2024 Min
June 2024 Min
Aug 2024 Min

MINUTES

COMMUNITY SERVICES COMMISSION OF THE CITY OF LA HABRA

Wednesday, August 9, 2023

PRELIMINARY: These Minutes were approved on September 13, 2023.

Community Services Chair Kempker called the Regular Meeting of the Community Services Commission at 6:30 p.m. at the La Habra Council Chambers.

COMMISSIONERS PRESENT: Garcia, Kempker, Limon, Schmidt, Rojas

OTHER OFFICIALS PRESENT: Kelly Fujio, Director of Community Services, Kimberly Albarian, Community Services Manager and Anthony Clark, Management Analyst II.

INVOCATION: Chair Kempker

PLEDGE OF ALLEGIANCE: Commissioner Rojas

I. PUBLIC COMMENTS:

II. CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for July 12, 2023.

MOVED BY COMMISSIONER SCHMIDT, seconded by COMMISSIONER LIMON and CARRIED 5 – 0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES FOR July 12, 2023. Said motion CARRIED by the following roll call vote:

AYES: Commissioners Kempker, Limon, Schmidt

NOES:

ABSENT: Commissioner Garcia

ABSTAIN: Commissioner Rojas

III. CONSIDERATION ITEMS

1. Community Services Committee Sub-Committee Updates

Community Services Staff will provide an updated calendar for quarterly or bi-annual meetings.

2. Community Services Special Events Calendar

The Special Events Community Calendar was reviewed for receive and file.

STAFF COMMENTS:

Director Fujio provided an update on summer programs that have ended or are ending soon: Concerts, Day Camp, National Night Out, Rec Classes and Movies in the Park end in September.

Since the Brio Splash Pad has been down this summer due to equipment malfunction, water slides have been available as an option. It's been well received by the public.

The Lions Pasta Fest event is on Saturday, August 12th from 5 – 9 p.m. at the Community Center. All proceeds benefit Senior & Social Services program provided by the City.

The Centennial Celebration is starting in January 2025 and a staff report will go to the City council on September 18, 2023. The proposed plan is for a committee to be formed that is a diverse representation of the community. Preliminary activities include: creating a logo and website, historical book, map of the new cultural arts district, mural, signature concert and expanding existing programs and events. A new Community Giving Foundation is also being finalized to provide additional fundraising avenues for the Centennial Celebration and other City programs and events.

COMMISSION COMMENTS:

Commissioner Limon said the Woman's Club would like to make goodie bags for the seniors to give out at the dances. She is collecting donations. The senior dances are very popular and going well.

Commissioner Garcia would like to increase and enhance social media efforts. Staff is working to make this a priority so that events are promoted, documented (Facebook live and Instagram stories) and celebrated with a recap. This is a great college or internship project. She also offered to help with this effort.

Chair Kempker was impressed with the concerts and the community turnout. She suggested switching up the bands and having more variety.

Commissioner Rojas gave an excellent recap on the La Habra Outdoors camping trip and mini reunion. Staff will share the power point presentation that also recognizes donors,

sponsors and community partners. Community Services plans to submit a new grant application for funding in 2024.

ADJOURNMENT:

The meeting was adjourned at 7:11 p.m. to Wednesday, September 13, 2023, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the La Habra City Council on _____.

Rhonda J. Barone, CMC
Assistant City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, September 13, 2023

PRELIMINARY: These Minutes to be considered for approval on October 11, 2023.

Community Services Commission Chair Kempker called the Regular Meeting of the Community Services Commission to order at 6:32 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Kempker
Commissioner Schmidt
Commissioner Limon
Commissioner Rojas

COMMISSIONERS ABSENT: Commissioner Garcia

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Recreation Manager Katie Elmore, Recreation Supervisor Salvador Ortega, Management Analyst II Anthony Clark

INVOCATION: Chair Kempker

PLEDGE OF ALLEGIANCE: Commissioner Limon

LA HABRA TEEN LEADER PROGRAM RECOGNITION

The Community Services Department and Community Services Commission recognized the La Habra Teen Leader program for their volunteering hours in helping with summer events. 28 youth participants provided over 1800 service hours for Community Services Summer Programs and Events.

LA HABRA OUTDOORS RECAP

Management Analyst Anthony Clark provided a final update on the La Habra Outdoors Program. In total, the program provided 23 La Habra youth the opportunity to camp in nature and enjoy recreational beach activities through the Route to Parks Grant from Parks California. The Community Services Department has applied for funding for the next year to continue the program further.

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for August 9, 2023.

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER SCHMIDT and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF August 9, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Chair Kempker, Commissioner Schmidt, Limon, Rojas
NOES: NONE
ABSENT: Commissioner Garcia
ABSTAIN:

CONSIDERATION ITEMS

1. Community Services Commission Reorganization

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER SCHMIDT and CARRIED 4-0 TO NOMINATE COMMISSIONER GARCIA AS CHAIR.

Said motion CARRIED by the following roll call vote:

AYES: Chair Kempker, Commissioner Schmidt, Limon, Rojas
NOES: NONE
ABSENT: Commissioner Garcia
ABSTAIN:

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER KEMPKER and CARRIED 4-0 TO NOMINATE COMMISSIONER SCHMIDT AS VICE CHAIR.

Said motion CARRIED by the following roll call vote:

AYES: Chair Kempker, Commissioner Schmidt, Limon, Rojas
NOES: NONE
ABSENT: Commissioner Garcia
ABSTAIN:

2. Community Services Special Events Calendar

The Special Events Community Calendar was reviewed for receive and file. Recreation Supervisor Salvador Ortega discussed the upcoming Love La Habra and Community Open House events.

STAFF COMMENTS:

Recreation Manager Katie Elmore provided information on the upcoming Symphony on the Go event for the Children’s Museum at La Habra.

COMMISSION COMMENTS:

No comments from the Commission at this time.

ADJOURNMENT:

Chair Kempker adjourned the meeting at 7:08 p.m. to Wednesday, October 11, 2023, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, October 11, 2023

PRELIMINARY: These Minutes to be considered for approval on November 8, 2023.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:31 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Limon
Commissioner Kempker

COMMISSIONERS ABSENT: Commissioner Rojas

OTHER OFFICIALS PRESENT: Director of Community Services Kelly Fujio,
Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Limon

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for September 13, 2023.

MOVED BY VICE CHAIR SCHMIDT, seconded by COMMISSIONER LIMON and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF September 13, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Vice Chair Schmidt, Commissioner Limon, Kempker, Chair Garcia
NOES: NONE
ABSENT: Commissioner Rojas
ABSTAIN:

CONSIDERATION ITEMS

1. Community Services Special Events Calendar

The Special Events Community Calendar was reviewed for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

2. La Habra Youth Committee Update

Youth Committee Member Katharine Chavez provided an update on the activities and goals of the La Habra Youth Committee.

STAFF COMMENTS:

Community Services Director Kelly Fujio informed the Commission of the plans for the formation of the La Habra Centennial Commission to be discussed at the next Commission meeting. Director Fujio also invited the Commission to attend the October 16th La Habra City Council Meeting for the annual Community Services Department Update.

COMMISSION COMMENTS:

Chair Garcia confirmed the participation of the Commission in the La Habra Corn Festival Parade. Commissioner Kempker provided further updates on the Veteran's Day Program.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:00 p.m. to Wednesday, November 8, 2023, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, November 8, 2023

PRELIMINARY: These Minutes to be considered for approval on December 13, 2023.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Limon
Commissioner Kempker
Commissioner Rojas

COMMISSIONERS ABSENT: NONE

OTHER OFFICIALS PRESENT: Director of Community Services Kelly Fujio,
Management Analyst II Anthony Clark

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Limon

RECOGNITION OF Teresa Kempker, former Community Services
Commission Chair 2022-23

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for October 13, 2023.

MOVED BY COMMISSIONER LIMON, seconded by VICE CHAIR SCHMIDT and CARRIED 5-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF OCTOBER 13, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Kempker, Commissioner Rojas
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

CONSIDERATION ITEMS

1. La Habra Youth Committee Update

Youth Committee Member Aurora Robles provided an update on the activities and goals of the La Habra Youth Committee.

2. Community Services Special Events Calendar

The Special Events Community Calendar was reviewed for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

3. Community Services Commission Member Appointment for the Centennial Celebration Committee

Commissioner Rojas motioned to appoint Vice Chair Denise Schmidt to the Centennial Celebration Committee, seconded by Commissioner Limon. The appointment passed by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Kempker, Commissioner Rojas
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

Chair Garcia motioned to add a Community Services Commission Mission Statement, Goals, & Plan to the Consideration items for the December meeting, seconded by Commissioner Limon. The motion passed with the following roll call vote.

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Kempker, Commissioner Rojas
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:22 p.m. to Wednesday, December 13, 2023, at 6:00 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, December 13, 2023

PRELIMINARY: These Minutes to be considered for approval on January 10, 2023.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:00 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Rojas

COMMISSIONERS ABSENT: Commissioner Limon
Commissioner Kempker

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark, Planning Manager Sonya Lui, Senior Planner Vanessa Quiroz

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for November 8, 2023.

MOVED BY VICE CHAIR SCHMIDT, seconded by COMMISSIONER ROJAS and CARRIED 3-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF OCTOBER 13, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Vice Chair Schmidt, Chair Garcia, Commissioner Rojas

NOES: NONE

ABSENT: Commissioner Limon, Commissioner Kempker

COMMUNITY SERVICES COMMISSION MINUTES 12/13/2023

ABSTAIN: NONE

CONSIDERATION ITEMS

1. La Habra Youth Committee Update

Youth Committee Member Ava Caucino provided an update on the activities and goals of the La Habra Youth Committee.

2. Public Art for the 117 Multi-Unit Residential Project (“Vista Walk”) at 251-351 West Imperial Highway

Senior Planner Vanessa Quiroz provided a staff report and presentation on the Vista Walk public art project for the Community Services Commission for approval of the art design. Commissioner Rojas made a motion to approve the design, seconded by Vice Chair Schmidt, motion passed 3-0.

Said motion CARRIED by the following roll call vote:

AYES: Vice Chair Schmidt, Chair Garcia, Commissioner Rojas
NOES: NONE
ABSENT: Commissioner Limon, Commissioner Kempker
ABSTAIN: NONE

3. Community Services Commission Mission Statement and Goals

4. Community Services Commission Sub Committee Goals

Chair Garcia made a motion to defer Consideration Items 3 & 4 for the next Commission meeting on 1/10/2024 due to absences of two Commissioners, seconded by Vice Chair Schmidt, carried 3-0.

Said motion CARRIED by the following roll call vote:

AYES: Vice Chair Schmidt, Chair Garcia, Commissioner Rojas
NOES: NONE
ABSENT: Commissioner Limon, Commissioner Kempker
ABSTAIN: NONE

5. Community Services Special Events Calendar

The Special Events Community Calendar was reviewed for receive and file. Deputy Director of Community Services Kim Albarian provided an update on the Special Events calendar.

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 6:30 p.m. to Wednesday, January 10, 2023, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, January 10, 2024

PRELIMINARY: These Minutes to be considered for approval on February 15, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:00 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: Commissioner Kempker

OTHER OFFICIALS PRESENT: Management Analyst II Anthony Clark,
Recreation Supervisor Sal Ortega, Housing &
Economic Development Manager Miranda Cole
Corona, Housing Specialist Susan Louie

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for December 13, 2023.

MOVED BY VICE CHAIR SCHMIDT, seconded by COMMISSIONER ROJAS and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF DECEMBER 13, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas

NOES: NONE

ABSENT: Commissioner Kempker
ABSTAIN: NONE

CONSIDERATION ITEMS

1. Community Development Block Grant (CDBG) Program Funding for Public Service for FY 2024-25

Community Services Commission heard presentations for City CDBG Programs and Public Services Applicants Fair Housing Foundation and Mercy House. Commission will provide funding recommendation at next meeting.

2. Community Services Mission Statement and Goals

The Community Services Commission discussed possible mission statements and goals for the year. After discussion, the Commission voted to table this item pending discussions with City Staff, City Council, and City Manager.

3. Community Services Commission Sub Committee Action Items

The Community Services Commission requested that City Staff coordinate with Staff liaisons for subcommittees to facilitate meeting dates for subcommittees.

4. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 6:30 p.m. to Thursday, February 15, 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Thursday, February 15, 2024

PRELIMINARY: These Minutes to be considered for approval on March 13th, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:00 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: Commissioner Kempker

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark, Recreation Supervisor Sal Ortega, Housing & Economic Development Manager Miranda Cole Corona, Housing Specialist Susan Louie

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for January 10, 2023.

MOVED BY VICE CHAIR SCHMIDT, seconded by COMMISSIONER ROJAS and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF JANUARY 10, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas

NOES: NONE
 ABSENT: Commissioner Kempker
 ABSTAIN: NONE

CONSIDERATON ITEMS

1. La Habra Youth Committee Update

Youth Committee Member Kamila Rivera provided an update on the volunteer activities of the Youth Committee.

2. Community Outreach Program Update

Community Outreach Liaisons David Aguirre and Sydney Hinkle presented the progress of the La Habra Community Outreach Program. Commissioners were given information on methods, partnerships, demographics, and analytics of the program.

3. Community Development Block Grant (CDBG) Program Funding for Public Service for FY 2024-25

Community Services Commission deliberated on funding recommendations for City CDBG Programs and Public Services Applicants Fair Housing Foundation and Mercy House. Commission approved the following recommendation for funding;

Projects	2023-2024 Funding	2024-2025 Request	Commission Recommendation
Community Services - Graffiti Removal	\$55,337.00	\$65,000.00	\$57,000.00
Community Services - La Habra Community Employment Program	\$12,709.00	\$15,000.00	\$13,000.00
Children's Museum Sponsorship Program	\$3,778.00	\$10,000.00	\$5,250.00
Fair Housing Foundation	\$8,270.00	\$9,000.00	\$8,000.00
Mercy House	\$9,217.00	\$10,000.00	\$6,000.00
Total Public Services	\$89,311.00	\$109,000.00	\$89,250.00

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER LIMON and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION CDBG FUNDING RECOMMENDATION.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas
NOES: NONE
ABSENT: Commissioner Kempker
ABSTAIN: NONE

4. Community Services Mission Statement and Goals

The Community Services Commission further discussed developing a mission statement. After deliberation and recommendation from staff Chair Garcia motioned to have the draft mission statement and municipal code reviewed and amended by City Council. This motion was seconded by COMMISSIONER ROJAS.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas
NOES: NONE
ABSENT: Commissioner Kempker
ABSTAIN: NONE

5. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:34 p.m. to Wednesday, March 13 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Thursday, March 13, 2024

PRELIMINARY: These Minutes to be considered for approval on April 10, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:00 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: Commissioner Kempker

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark, Recreation Manager Katie Elmore

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for February 15, 2023.

MOVED BY COMMISSIONER LIMON, seconded by VICE CHAIR SCHMIDT and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF FEBRUARY 15, 2023.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas

NOES: NONE

ABSENT: Commissioner Kempker

COMMUNITY SERVICES COMMISSION MINUTES 3/13/2024

ABSTAIN: NONE

CONSIDERATION ITEMS

1. La Habra Youth Committee Update

Youth Committee Member Nicole Quezada provided an update on the volunteer activities of the Youth Committee.

2. Children's Museum at La Habra Division Update

Museum Director Katie Elmore provided the Commission an update on the programs, projects, exhibits, and attendance numbers of the Children's Museum.

3. Community Services Commission Mission Statement Update

Deputy Director of Community Services Kim Albarian delivered guidance on the process of amending the City Municipal Code for the section of the Community Services Commission. The Beautification Committee will be dissolved and become a subcommittee of the Community Services Commission, at which point the Municipal Code will be reevaluated.

4. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:08 p.m. to Wednesday, April 10 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, April 10, 2024

PRELIMINARY: These Minutes to be considered for approval on May 8, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:00 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Hannah
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: NONE

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark

OATH OF OFFICE Commissioner Veronica Hannah

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for March 13, 2024.

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER LIMON and CARRIED 4-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF MARCH 13, 2024.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Limon, Commissioner Rojas
NOES: NONE
ABSENT: NONE
ABSTAIN: Commissioner Hannah

CONSIDERATION ITEMS

1. La Habra Youth Committee Update

Youth Committee Member Genesis Lopez provided an update on the volunteer activities of the Youth Committee.

2. Community Services Commission Sub Committee Appointments

Community Services Commissioners voted on assignments for the Commission Subcommittees in the coming year. The following appointments were made and passed unanimously;

Community Development Block Grant (CDBG) <i>Garcia, Schmidt</i> <i>Alternate: XXX</i>
Child Development TBD
Parks & Museums Such as park facilities, Children’s Museum, Depot Theater, Historical Society, Art Association <i>Rojas, Schmidt</i> <i>Alternate: Kempker</i>
Community Wellness & Social Services Such as the Community Center, food pantries. Employment & Training programs, Senior programs and Veteran’s programs <i>Garcia, Limon</i>
Special Events Such as the La Habra Races, Easter Eggstravaganza, 4th of July, Tamale Festival, Concerts in the Park and more <i>Rojas, Schmidt</i>

<i>Alternate: Kempker</i>
Youth Committee & Scholarships
<i>Garcia</i> <i>Alternate: Rojas</i>

3. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark provided an update on the Special Events calendar.

STAFF COMMENTS:

Community Services Director Kelly Fujio updated the Commission on the future of the City and Community Services department budget. Director Fujio also provided an update on the status of the La Habra Centennial Committee.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:31 p.m. to Wednesday, May 8, 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, May 8, 2024

PRELIMINARY: These Minutes to be considered for approval on June 12, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:32 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Hannah
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: NONE

OTHER OFFICIALS PRESENT: Director of Community Services Kelly Fujio,
Management Analyst II Anthony Clark

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for APRIL 10, 2024.

MOVED BY COMMISSIONER LIMON, seconded by COMMISSIONER ROJAS and CARRIED 5-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF APRIL 10, 2024.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Hannah, Commissioner Limon, Commissioner Rojas

NOES: NONE

ABSENT: NONE

ABSTAIN: Hannah

CONSIDERATION ITEMS

1. La Habra Youth Committee Update

Management Analyst Clark provided an update on the activities and volunteer hours of the Youth Committee for the program year 2023-24.

2. Community Services Commission Sub Committee Updates

Community Services Commissioners provided updates on the activities of subcommittees. Commissioner Schmidt detailed the schedule and duties of the Beautification Subcommittee.

3. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark and Kelly Fujio provided an update on the Special Events calendar, including changes to Movies in the Park.

STAFF COMMENTS:

Community Services Director Kelly Fujio updated the Commission on the Community Services department budget. Director Fujio also provided an update on the status of the La Habra Centennial Committee.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:33 p.m. to Wednesday, June 12, 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, June 12, 2024

PRELIMINARY: These Minutes to be considered for approval on July 10, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Hannah
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: NONE

OTHER OFFICIALS PRESENT: Director of Community Services Kelly Fujio,
Deputy Director of Community Services Kim
Albarian, Management Analyst II Anthony Clark

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Schmidt

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for May 8, 2024.

MOVED BY COMMISSIONER LIMON, seconded by COMMISSIONER HANNAH and CARRIED 5-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF May 8, 2024.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Hannah, Commissioner Limon, Commissioner Rojas

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

CONSIDERATION ITEMS

1. Community Services Commission Sub Committee Updates

Community Services Commissioners provided updates on the activities of subcommittees. Commissioner Schmidt presented the nominated properties for the Beautification Subcommittee.

2. Community Services Special Events Calendar

The Special Events Community Calendar was presented for receive and file. Management Analyst Anthony Clark and Kelly Fujio provided an update on the Special Events calendar.

3. Community Services Department Budget Update

Deputy Director Albarian presented the Department's proposed budget from the City Council meeting on June 3, 2024. Albarian delivered information on budget cuts, future anticipated cuts, and highlighted the programs the department operates and will continue to operate. Director Fujio and Albarian also fielded questions regarding the budget and future of the department from the Commission. Commissioner Rojas raised questions regarding Measure T and the fundraising potential of the department.

STAFF COMMENTS:

Community Services Director Kelly Fujio provided further updates on the budget and future of the department.

COMMISSION COMMENTS:

None at this time.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:58 p.m. to Wednesday, July 10, 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk

MINUTES

CITY OF LA HABRA COMMUNITY SERVICES COMMISSION

Wednesday, August 14, 2024

PRELIMINARY: These Minutes to be considered for approval on September 11, 2024.

Community Services Commission Chair Garcia called the Regular Meeting of the Community Services Commission to order at 6:31 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California.

COMMISSIONERS PRESENT: Chair Garcia
Vice Chair Schmidt
Commissioner Hannah
Commissioner Rojas
Commissioner Limon

COMMISSIONERS ABSENT: NONE

OTHER OFFICIALS PRESENT: Deputy Director of Community Services Kim Albarian, Management Analyst II Anthony Clark

INVOCATION: Chair Garcia

PLEDGE OF ALLEGIANCE: Commissioner Rojas

PUBLIC COMMENTS:

NONE

CONSENT CALENDAR

1. Community Services Commission Meeting Minutes for June 2024.

MOVED BY COMMISSIONER ROJAS, seconded by COMMISSIONER LIMON and CARRIED 5-0 TO APPROVE THE COMMUNITY SERVICES COMMISSION MEETING MINUTES OF June 12, 2024.

Said motion CARRIED by the following roll call vote:

AYES: Chair Garcia, Vice Chair Schmidt, Commissioner Hannah, Commissioner Limon, Commissioner Rojas

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

CONSIDERATON ITEMS

1. Recognition of La Habra Teen Leaders

The La Habra Teen Leaders were recognized by Senior Recreation Leader Mikaela Romero for their contributions to city programs.

2. Community Services Commission Sub Committee Updates

The Beautification Subcommittee nominated the property at 1341 Marlei Road for recognition. The Community Wellness and Social Services and Special Events subcommittees provided updates on meeting dates for the subcommittees.

3. Community Services Special Events Calendar

Management Analyst Clark provided updates on upcoming City events. Commissioners were also invited to attend the Museum Open House and La Habra State of the City.

STAFF COMMENTS:

None at this time.

COMMISSION COMMENTS:

Commissioner Rojas commended the Teen Leaders once again for their contributions to the Day Camp program.

ADJOURNMENT:

Chair Garcia adjourned the meeting at 7:06 p.m. to Wednesday, September 11, 2024, at 6:30 p.m. in the City Council Chamber, 100 East La Habra Boulevard.

Respectfully submitted,

Anthony Clark,
Recording Secretary

APPROVAL: This is to certify that these Minutes were approved by the City of La Habra City Council on _____.

Rhonda J. Barone, CMC
City Clerk



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 4.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE A PROXY NOMINATION TO THE CALIFORNIA DOMESTIC WATER
COMPANY (CDWC) BOARD OF DIRECTORS

RECOMMENDATION:

That the City Council:

A. Approve and authorize the City Manager to execute a Notice of Nomination of Directors for the California Domestic Water Company (CDWC) Board to nominate Richard Jones for the office of Director; and,

B. Approve and authorize the Mayor and City Clerk to execute proxy votes for the election of Directors to the CDWC Board for the election to be held at the CDWC Annual Meeting of Shareholders scheduled on November 15, 2024.

DISCUSSION:

The City of La Habra is one of three major shareholders of the California Domestic Water Company (CDWC). The City's shareholder status allows it to purchase wholesale water from CDWC to provide to La Habra water customers. Each year CDWC sends its shareholders a proxy prior to its Annual Meeting of Shareholders for the election of candidate nominees to its Board of Directors. The CDWC Board of Directors is a six-member board elected by the three major shareholders. As one of the major shareholders, along with the City of Brea and the Suburban Water Systems Company, the City of La Habra has the opportunity to nominate two individuals to be considered for the six member CDWC Board of Directors. The two Directors currently serving as La Habra nominees are Mr. Richard Jones (term expiring in 2024) and Mr. Don Hannah (term expiring in 2025). This year there are three open board positions and the nominees, each to serve two-year terms, include:

- Richard Jones (proposed nominee for the City of La Habra);
- Christopher Blake (nominated by the City of Brea); and,
- Michael Quinn (nominated by Suburban Water Systems).

Nominee Richard Jones

Richard Jones has served on the CDWC Board since 1993, first as a Director and then as Chairman of the Board from 1995 through 2020. He is the City Attorney for a number of Southern California cities, including the cities of La Habra, Whittier, Fullerton, and Westminster. Mr. Jones also serves as General Counsel to the Gateway Cities Council of Governments and represents special agencies and Joint Power Authorities. He has more than 40 years of experience, most of which is in the area of municipal law.

Through his public and private experience, Mr. Jones offers legal expertise on a wide range of topics involving municipal agencies. He is responsible for municipal personnel matters, including negotiations with labor organizations, development of general plans, and zoning. He is also an expert on conflict and procedural issues, including the Brown Act. Prior to establishing the Law Office of Jones & Mayer, Mr. Jones owned the Law Office of Richard D. Jones, and before that was a member of the firm of Shay, Stirling, Jones and Jones.

Mr. Jones has lectured at the California League of Cities and other conferences on a variety of legal topics and was a professor at Whittier College for more than 10 years. Mr. Jones was also a long-time elected member of the Lowell Joint Elementary School District Board of Trustees and served as Board President on four occasions. He has been President of a local Chamber of Commerce, Boys & Girls Club, Kiwanis Club, as well as Citizen of the Year. He has been a Rotarian for more than 20 years and serves on the Board of Trustees for Marshall B. Ketchum University. He is a past president of the Orange County City Attorneys Association and served as a statewide representative to the California League of Cities Legal Advocacy Committee.

Nominee Christopher Blake

Christopher Blake has been nominated by the City of Brea and has served on the Board at CDWC since 2016, first as a Director and then as Chief Financial Officer since 2021. Mr. Blake earned his Bachelor of Science degree in Finance from California State University, San Diego and his Juris Doctor degree from Western State University Law School. Mr. Blake has worked in the banking industry since 1982, primarily in commercial/industrial lending and commercial real estate/construction lending. He joined Pacific Western Bank in 1994 as head of Corporate Banking, was appointed Chief Credit Officer in 1996, Chief Operating Officer in 1999, President of the Eastern Region in 2002, Executive Vice President of Human Resources in 2014, and President and Chief Executive Officer of the Community Banking Group in 2018. Pacific Western Bank is a \$21 billion nationwide commercial bank with approximately 1,700 employees.

Nominee Michael Quinn

Michael Quinn has been nominated by Suburban Water Systems and has served on the CDWC Board since 1995. During the term of this tenure on the Board, Mr. Quinn has served as Chief Financial Officer and Vice Chairman for CDWC. Following his 47-year career in the water and wastewater industry, Mr. Quinn announced his retirement from SouthWest Water Company at the end of 2017. Before his retirement, he served as President and Chief Executive Officer of SouthWest Water Company and President of Suburban Water Systems. Other positions and appointments included serving as President of the SouthWest Water Company Utility Group from its inception in June 2002 until December 2009; Chief Operating Officer for Suburban Water Systems from 1992 to 1996; President of ECO Resources, Inc. from 1985 to 1992; and Controller/Treasurer of Suburban Water Systems from 1981 to 1985. Among his water industry affiliations, Mr. Quinn is a past President of both the California Water Association and the National Association of Water Companies, and he represents Suburban Water Systems as a member on the boards of CDWC, Cadway, Inc., and Covina Irrigating Company. He is also a past director of the Main San Gabriel Basin Watermaster.

If approved by Council, the proxy needs to be executed and returned to CDWC no later than Tuesday, November 12, 2024, in order for it to be considered for the election that will be held during the CDWC Annual Shareholders Meeting on Friday, November 15, 2024.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact for this action; however, CDWC board members receive a \$200 stipend per meeting for up to eight meetings per month, for a maximum of \$1,600 per month depending on the total number of meetings attended. CDWC board members also receive an additional fixed stipend of \$600 per month from CDWC's wholly owned subsidiary, Cadway, Inc.

The City currently holds 2,581.25 shares of CDWC Capital stock and 912.85 shares of CDWC Class A Preferred stock.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

This recommended action achieves the following elements of the City of La Habra General Plan:

- WS Water System
- WQ Water Quality

This recommended action achieves the following elements of the Fiscal Year 2024-2025 City of La Habra Goals and Objectives:

- 2A - Closely monitor revenues, expenditures, and fiscal trends to ensure the City's long-term fiscal stability.
- 2B - Regularly review and evaluate programs, services, and professional agreements to assess effectiveness and identify opportunities for greater efficiencies and cost containment.
- 2C - Identify and pursue funding opportunities for City capital improvement projects, including City buildings, facilities, infrastructure, and recreational outlets, as well as non-City projects that could be of value to the community, such as local school districts.
- 3F - Maintain and improve sewer, water, and storm drain systems.

Attachments

CDWC Nomination Form
CDWC Proxy Form

Please submit the completed form on letterhead in duplicate.

**NOTICE OF NOMINATION OF MEMBERS TO THE BOARD OF DIRECTORS
OF CALIFORNIA DOMESTIC WATER COMPANY
TO BE PRESENTED AT THE 2024 ANNUAL MEETING OF SHAREHOLDERS
FRIDAY, NOVEMBER 15, 2024 AT 9:30 AM**

To: Lynda Noriega, President
California Domestic Water Company
15505 Whittier Blvd.
Whittier, CA 90603

Please be advised that the undersigned nominates **Richard D. Jones** to serve as a member of the Board of Directors for a two-year term commencing in November 2024 and ending in November 2026, or until his respective successor is duly qualified and elected.

By: _____
City of La Habra

Date: _____

**CALIFORNIA DOMESTIC WATER COMPANY
ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF NOMINATION**

I hereby acknowledge receipt of the foregoing Notice of Nomination of Members to the Board of Directors of California Domestic Water Company at the office of the Company this _____ day of _____, 2024.

By: _____
Lynda Noriega, President



5435001 | Shares Owned = 2,581.25
City of La Habra
110 E La Habra Blvd
La Habra, Ca 90631

**CALIFORNIA DOMESTIC WATER COMPANY
PROXY FORM FOR THE 2024 ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON
FRIDAY, NOVEMBER 15, 2024 AT 9:30 AM**

Thomas J. Prenovost, Jr., or in his absence, *Richard J. Rich*, is hereby authorized to vote all shares of the undersigned in California Domestic Water Company at the 2024 Annual Meeting of Shareholders to be held on Friday, November 15, 2024, for purposes of electing the members of the Board of Directors and transacting any other such business as may properly come before the meeting, or any adjournments thereof. Nominees for election to the Board of Directors of California Domestic Water Company include:

Christopher D. Blake

Richard D. Jones

Michael O. Quinn

The three nominees identified above will, if elected, serve a two-year term commencing in November 2024 and ending in November 2026, or until their respective successors are duly qualified and elected.

Instructions for Completion:

Make your selection below by checking one of the boxes. If an appropriate selection is not made, the proxy will vote your respective shares in favor of the nominees listed above.

To be valid, this Proxy Form **must be signed by all shareholders of record** listed in the mailing header of this form exactly as their names appear above. If signing for estates, trusts, corporations, or partnerships, indicate your title or capacity following your signature.

Please return the completed Proxy Form in the self-addressed postage-paid envelope provided. All forms must be received by our office no later than **Tuesday, November 12, 2024** in order to be processed prior to the 2024 Annual Meeting of Shareholders.

I/we instruct my proxy as named above to:

() To vote for the nominees as listed above.

() To withhold my/our vote from any nominee whose name I/we have drawn a line through.

Shareholder of Record: **City of La Habra**

Mayor or City Manager

Date

City Clerk

Date



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 5.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Elias Saykali, Public Works Director

SUBJECT: APPROVE ISSUANCE OF A PURCHASE ORDER TO QUINN COMPANY,
INDUSTRY, CALIFORNIA, IN THE AMOUNT OF \$231,677.55 FOR ONE (1) NEW
WHEEL LOADER

RECOMMENDATION:

That the City Council:

A. Per La Habra Municipal Code Section 4.20.070 (C), utilize the cooperative purchase provision of a competitively bid contract awarded by the State of Minnesota, contract order #011723 for the purchase of one (1) new Caterpillar (CAT) 930 Wheel Loader to replace existing units; and,

B. Authorize the City Manager to issue a purchase order in the amount of \$231,677.55 from the Fleet Replacement Fund to Quinn Company, Industry, California, for the purchase of one (1) new wheel loader to replace an existing unit.

DISCUSSION:

In June 2024, the City Council approved the adopted Fiscal Year 2024-2025 municipal budget, which included funding in the City's Fleet Replacement budget for the purchase of one new wheel loader for the Public Works Department to replace an existing unit. If approved, this new wheel loader will replace the Department's current front line wheel loader, a 2005 John Deere Unit 4134, which will be placed in reserve/backup. If this purchase is approved, the City's current reserve/backup unit, a 1985 John Deere loader Unit 4133, will be sold at auction. The Department's current replacement criteria for this equipment is set at 15 years and 2,000 hours. Both existing units, Unit #4133 and Unit #4134, have exceeded the City's replacement criteria as noted below:

- Unit # 4134 - 2005 John Deere Loader, current hours: 6,174 (will become the new reserve/backup)
- Unit # 4133 - 1985 John Deere Loader, current hours: 11,809 (will be sold at auction)

Staff reviewed the State of Minnesota's current contract order #011723 with Caterpillar, Inc., of which Quinn Company, City of Industry, California is a vendor, and found competitive pricing for this replacement wheel loader. The State of Minnesota pricing is based on a formal competitive bid process and includes pricing for new Caterpillar 930 Loaders that meets City specifications. The City's purchasing policy and municipal code allows for the use of cooperative purchase provisions in competitively bid contracts from other public agencies. If this purchase is approved, staff expects delivery approximately seven months after the order is placed.

FISCAL IMPACT/SOURCE OF FUNDING:

The City Council approved and adopted the Fiscal Year 2024-2025 Fleet Replacement Budget which included \$250,000 for the purchase of one new wheel loader. The \$231,677.55 quote provided through the State of Minnesota's competitively bid process for the purchase of the recommended loader is within the budgeted amount allocated in the FY 24-25 budget.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

GENERAL PLAN RELEVANCE:

1. ED 8 -- Fiscal Advocacy -- Leverage
2. ED 9 -- Strength -- Stability
3. AQ 3.5 -- Equipment Maintenance
4. AQ 4.4 -- Fleet Operations

CITY COUNCIL GOALS & OBJECTIVES:

Goal 2.B -- Regularly review and evaluate services to assess effectiveness and identify opportunities for greater efficiencies and cost containment

Goal 7.C -- Provide and maintain quality public services for our residents, businesses, and visitors.

Attachments

Attachment 1 - Quote

Attachment 2 - Cooperative Agreement

Attachment 3 - Agreement Price List



178748-04

Aug 12, 2024

CITY OF LA HABRA
 ATTN: JAYSON BLACKBURN
 P O BOX 337
 LA HABRA, CALIFORNIA 90633



Dear City La Habra,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 930 Wheel Loader including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2025 **SMU:** 3-5 HRS

LEAD TIME: 5 – 7 MONTHS AFTER RECEIPT OF ORDER

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction -Dry type air cleaner -Coolant protection to -34C (-29F) -Fuel priming pump, automatic -Fuel Water separator -Differential lock in front axle -Axle seal guards -Enclosed wet disc full hydraulic brakes -Parking brake, electric -Lubed for life driveshafts -Hydrostatic transmission with electronic -control --Operator modes(TC, Hystat, Single Pedal -and Ice) --Directional shift aggressiveness (Fast, -Medium, Slow) --Auto Rimpull control, adjust wheel -torque --Creeper control, adjust ground speed -Single plane cooling package wide 6 fins -per inch density -Hydraulically driven demand cooling fan -S-O-S port,engine,coolant,transmission -oil

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in Fork Mode -Hydraulic response setting (fast, -medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls -Cat Payload 250 hours of Demo

ELECTRICAL -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear

OPERATOR ENVIRONMENT -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Push to Start -8 Inch Touch Screen -Jog Dial with Screen Control -Programmable Joystick -Cup holders -External mirrors with lower -parabolic -Ground level cab door release -Hydraulic control lockout -Interior cab lighting, door -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -Mounting Provision -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level -indicator --Hydraulic oil temperature gauge

OTHER STANDARD EQUIPMENT -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage

-Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -1000 hour Service Intervals -(after initial 500)

MACHINE SPECIFICATIONS

930 14A WHEEL LOADER	579-7701	\$273,710.00
PREP PACK, UNITED STATES	593-8900	\$0.00
STANDARD LIFT, COUPLER READY	593-8921	\$730.00
HYDRAULICS, 3V	593-8923	\$2,120.00
HYDRAULICS, STANDARD	536-5283	\$0.00
STEERING WHEEL, STANDARD	579-7717	\$0.00
JOYSTICK 3V, STEERING WHEEL	593-8916	\$316.00
DIFFERENTIAL, OPEN REAR	333-6529	\$0.00
ENVIRONMENT, STANDARD	579-7720	\$0.00
WEATHER, STANDARD	579-7725	\$0.00
CAB, STANDARD	578-1363	\$3,500.00
AIR CONDITIONING, R134A REF	579-7735	\$0.00
ENGINE	593-8993	\$0.00
PUSH START, PASSCODE SECURITY	579-7738	\$0.00
CAMERA, REAR VIEW	579-7761	\$0.00
MIRROR, BASE	423-7168	\$0.00
SEAT, STANDARD, TILT ONLY	593-8961	\$0.00
LIGHTS, STD, HALOGEN	590-8902	\$0.00
LIGHTS, ROADING, HALOGEN, RH	633-0624	\$0.00
RADIO, READY (SPEAKER/ANTENNA)	590-8870	\$0.00
PRODUCT LINK, CELLULAR PLE643	573-8455	\$0.00
FILM GP, WARNING, PL, ANSI	638-5475	\$0.00
WINDSHIELD ACCESS STEPS, NONE	612-1012	\$0.00
TIRES, 20.5R25 MA MS301 ** L3	613-2830	\$12,320.00
FENDERS, STANDARD	593-8950	\$0.00
CTWT, STANDARD, 1980LBS, 3PCS	552-4464	\$0.00
TOOLBOX AUX, NONE	519-8081	\$0.00
HYDRAULIC OIL, STANDARD	619-8443	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
LINES, AUX 3RD, STD LIFT	530-1623	\$407.00
DECAL,HI VIS STEP,HANDRAIL,LHS	615-9208	\$169.00
BEACON, WARNING, STROBE, AMBER	600-3781	\$391.00
MIRRORS, INTERNAL 1X REAR VIEW	596-5866	\$136.00
VISOR, INTERNAL, REAR	342-0215	\$187.00
GUARD, POWERTRAIN, LOWER	349-8165	\$1,870.00
GUARD, CRANKCASE	349-8163	\$1,285.00
GUARD, DRIVESHAFT	349-7940	\$830.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$274.00
QUICK COUPLER,FUSION,HIGH VIS	536-5313	\$5,610.00
JUMPER LINES, AUX 3RD, FUSION	445-4725	\$775.00
BUCKET-GP, 3.0 YD3, FUS, BOCE	360-3323	\$10,097.00
SLOW MOVING VEHICLE TRIANLGE	INCLUDED	INCLUDED
5 LB. FIRE EXTINGUISHER WITH MOUNTING BRACKET	INCLUDED	INCLUDED



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Patrick Kearns
By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

Date: 5/5/2023 | 9:41 AM CDT

Date: 5/24/2023 | 9:13 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html</p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	
20	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.</p>	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Baltimore County, MD	Jamie Donahue	410-952-6981
Washington DC Fleet	Greg Harrelson	202-437-3799
Town of Scituate Mass.	Kevin Cafferty	781-545-8732

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish.</p> <p>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity. *</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.</p> <p>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.</p> <p>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017 	*

44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcwell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offering see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
 SOURCEWELL
 By: Jeremy Schwartz
 C0FD2A139D06489...
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
 Caterpillar
 By: Patrick Kearns
 68A87926721B4E0...
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:48 PM PDT

2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Pavers

AP300	18.00%
AP355	18.00%
AP400	18.00%
AP455	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.

All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)

All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%

Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount

Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine

Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase

Parts and Service is offered by the servicing dealer at local rates

Rental Purchase Option is offered through local dealer and dealer rates

Lease Purchase Option is offered through local dealer and dealer rates

Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CCS9	19.00%
CP5	19.00%
CP7	19.00%
CP11	19.00%
CP11GC	19.00%
CP12	19.00%
CP12GC	19.00%
CP13GC	19.00%
CP14	19.00%
CP16	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS5	19.00%
CS7	19.00%
CS10GC	19.00%
CS11	19.00%
CS11GC	19.00%
CS12	19.00%
CS12GC	19.00%
CS13GC	19.00%
CS14	19.00%
CS16	19.00%
CS19	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Compact Track Loaders

239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%
775	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Non-Attached CAT OEM Worktools	15.00%
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Parts & Service	N/A
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Technology Solutions	N/A
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Caterpillar Safety Services	15.00%
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Job Site Solutions	N/A
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City of
LA HABRA
City Council Agenda Report

Consent
Item No. 6.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Gabriella Yap, Assistant City Manager

SUBJECT: PROPOSED AMENDMENT NO. 2 TO AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR EMS EMERGENCY TRANSPORTATION SERVICES

RECOMMENDATION:

That the City Council:

A. Approve and authorize the City Manager to execute Amendment No. 2 to the City's agreement with Falck Mobile Health Corporation, DBA Care Ambulance Service Inc. (Falck), for EMS Emergency Transportation Services; and

B. Authorize the City Manager to execute the option to extend the agreement with Falck in future years in accordance with the fee schedule in Amendment No. 2.

DISCUSSION:

The City entered into an agreement with Falck Mobile Health Corporation., DBA Care Ambulance Service Inc., for EMS Emergency Transportation Services on December 1, 2020. This agreement has an initial four-year term that will end November 30, 2024, as well as three one-year extensions which, if mutually agreed upon, enables the agreement to be extended by the City through November 30, 2027.

While the agreement commenced December 1, 2020, Exhibit A within the original agreement detailed the cost schedule by fiscal year (July 1 to June 30 annually). The last rate in the fee schedule is from July 1, 2023, through June 30, 2024. In order to align the agreement term with the fee schedule and fiscal year, staff is recommending amending the agreement to extend the current contract through June 30, 2025, and future optional years' extensions to June 30, 2028.

The agreement with Falck has typically increased 3% each year; however, Falck has agreed to a 0% cost increase from FY 23-24 rates for FY 24-25 and a 4% increase in FY 25-26 if the current agreement term is extended to June 30, 2026. This reduced the City's overall contract cost increase by 2% over that period. Optional extensions for future years would commence July 1 and end June 30, with the last extension ending June 30, 2028, at a proposed rate of 3% each year. If approved, the recommended Council action would authorize the City Manager to execute future optional extensions for future fiscal years up to the amounts listed in the proposed Amendment.

FISCAL IMPACT/SOURCE OF FUNDING:

The total amount of funding budgeted by the City in the Fiscal Year 2024-2025 General Fund budget for the Falck EMS emergency transportation and ambulance billing/collection services was \$1,347,778, which is the

same as what was budgeted in FY 2023-2024. Typically, each year of the Falck agreement has increased by 3% as provided in their contract; however, staff negotiated with Falck representatives who agreed not to increase their costs at all for FY 2024-2025, and then adjust the contract by 4% in FY 2025-2026 if the first extension to the agreement is exercised, thereby extending the agreement to June 30, 2026 to align with the City's fiscal year. This price negotiation results in a lower rate than if the contract increased by 3% each fiscal year.

	Annual Cost	Monthly Cost	% Increase
FY 20-21	\$1,233,408	\$102,784	-
FY 21-22	\$1,270,410	\$105,868	3%
FY 22-23	\$1,308,522	\$109,044	3%
FY 23-24 FY 24-25	\$1,347,778 (negotiated for no cost increases in FY 24-25)	\$112,315	3% 0%

Extensions	Annual Cost	Monthly Cost	% Increase
FY 25-26	\$1,401,689	\$116,807	4%
FY 26-27	\$1,443,740	\$120,312	3%
FY 27-28	\$1,487,052	\$123,921	3%

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

- ED 9.1 Balanced Fiscal Practices.
- FS 1.1 Support Fire Service Provider

Attachments

- Falck Staff Report 2020.11.16
- Falck Signed Agreement 2020.12.01
- Falck Signed Amendment No. 1
- Falck Agreement - Proposed Amendment No. 2



MEETING DATE: November 16, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rob Ferrier, Assistant to the City Manager

SUBJECT: APPROVE AWARD OF AGREEMENT TO FALCK MOBILE HEALTH CORP., DBA CARE AMBULANCE SERVICE, INC., FOR EMS EMERGENCY TRANSPORTATION SERVICES

RECOMMENDATION:

That the City Council approve and authorize the City Manager to enter into an agreement with Falck Mobile Health Corp., dba Care Ambulance Service, Inc., for EMS emergency transportation and ambulance billing/collection services.

DISCUSSION:

In 2014 the City Council awarded a contract to Care Ambulance Services, Inc., (CARE) for EMS emergency ambulance transportation services. Per the terms of the original agreement, the City approved three additional one-year extensions starting in 2016. Currently, CARE provides ambulance transportation services within La Habra, as well as patient billing, collection, and other related services.

That agreement has ended and the City has solicited proposals from fully licensed and qualified ambulance transportation companies through a request for proposals (RFP) process. The following companies responded to the RFP:

- Falck Mobile Health Corporation, dba as CARE Ambulance Service, Inc.
- Emergency Ambulance Service, Inc.

A committee composed of representatives from the City Manager's Office, the La Habra Police Department, and the Los Angeles County Fire Department (LACFD) reviewed each proposal and, in consideration of several factors including proposal cost, experience, employee staffing and training, and capability of providing patient billing and collection services, recommends awarding a contract to CARE for emergency ambulance transportation services.

Protection of public safety is a paramount goal of the City's "Annual Goals and Objectives." The awarding of an emergency transportation services agreement would help achieve that goal by supporting the City's ongoing efforts to provide core public safety services to its residents, businesses, and visitors. In addition, it would also serve City efforts to realize its core mission, which is "improving the quality of life in the community." Furthermore, the awarding of an emergency transportation contract helps to accomplish specific goals included in the City's General Plan, namely "Goal FS1," which seeks to provide "fire protection and emergency medical services that maintain the safety of La Habra's residents and property,"

and "Goal ED9," which seeks to render "systematic budget, negotiation, and operating practices that serve to strengthen the City's fiscal operating position over the long-run."

In recognition of this, the staff at the City and CARE have negotiated a proposed agreement (Attachment 1) based on the following general terms:

- An initial term of the agreement of four years. Upon the mutual written agreement of both the City and CARE, the initial term of the agreement may be extended for up to three additional 1-year periods, for a potential combined total term of up to seven years. The decision to extend the agreement beyond the initial four-year term is at the City Council's discretion; approval of the proposed agreement does not obligate the City beyond the initial four-year term.
- CARE will provide First-Tier Ambulance Service using two City-owned ambulances housed at LACFD Stations Nos. 191 and 192. As is the current practice, the City will maintain these ambulances, as well as provide a back-up ambulance in the event an ambulance is out of service due to repairs.
- In addition to First-Tier Service, CARE will provide full and complete backup EMT services using its staff, vehicles and equipment to respond to emergencies as may be required in the event both of the City's First-Tier Service ambulances and crews are occupied and unable to respond to a call for emergency transportation.
- CARE will be required to enter into a separate agreement with a qualified ambulance service company doing business in Orange County for the provision of Third-Tier Service in the event both First-Tier and Second-Tier Services are occupied and unable to respond to a call for emergency transportation.
- CARE will provide sufficient resources to ensure it is able to respond to 100 percent of all 911 and other emergency calls in the City by means of First-Tier, Second-Tier, and/or Third-Tier Service.
- CARE personnel will operate according to LACFD's three-shift schedule, with four EMTs on duty and available at all times, 24 hours a day, 7 days per week.
- CARE will provide full patient billing and collection services on behalf of the City for all patients transported by CARE within La Habra.
- CARE must provide and maintain first aid kits in each City department within La Habra City Hall, as well as the La Habra Police Department, the La Habra Community Center, the Public Works Department Service Yard, the La Habra Children's Museum, and additional sites as agreed upon by City and CARE. Maintenance of the first aid kits by CARE will occur not less than twice per year.
- At no cost to the City, CARE will provide cardiopulmonary resuscitation (CPR), basic first aid, and AED training for City staff and other emergency response personnel as designated by the City.
- The City reserves the right to resolve or adjudicate billing disputes on behalf of patients. CARE agrees to work with the City to ensure disputed amounts are resolved in a timely, equitable, and fair manner.
- CARE will ensure an authorized field supervisor is available to both City and LACFD personnel 24 hours a day, 7 days a week.

FISCAL IMPACT/SOURCE OF FUNDING:

The annual cost of the proposed agreement over the initial four-year term of the proposed agreement is as follows:

	Year 1	Year 2	Year 3	Year 4
Annual Cost	\$1,233,408	\$1,270,410	\$1,308,522	\$1,347,778
Monthly Cost	\$102,784	\$105,868	\$109,044	\$112,315

In addition to this cost, CARE will provide ambulance patient billing and collection service on behalf of the City and will assess a fee of 6.5 percent of the total amount of ambulance transport fees they collect each month and then shall remit the balance to the City CARE. During Fiscal Year 2019-2020 CARE collected approximately \$1,619,000 on behalf of the City for patient transportation services. After deducting their 6.5 percent fee for billing and collection services (approximately \$105,000), the City received a net revenue of

approximately \$1,514,000. If this amount of annual net revenue stays consistent over the initial term of this agreement, the fees collected for ambulance transportation services will offset the cost of the service and the net remaining revenues will be used to help fund associated LACFD paramedic costs.

In an effort to control costs, and as part of the contract negotiation process, staff was successful in negotiating a reduction in both the initial annual cost and the annual cost adjustments initially proposed by CARE. This has reduced the initial annual contract cost by three percent and reduced the annual inflationary adjustments for the contract from approximately 4.5 percent to 3 percent.

There are adequate funds budgeted in the Fiscal Year 2020-2021 budget to fund the cost of this agreement. If this agreement is approved by Council, staff will include budget allocation requests for future years as part of the normal budget preparation process, and present contract extensions for City Council consideration as described above.

GENERAL PLAN RELEVANCE:

ED 9.1

FS 1.1

Attachments

CARE Ambulance Contract
Exhibit A to Attachment 1

AGREEMENT FOR EMS EMERGENCY TRANSPORTATION SERVICES

This agreement ("Agreement") is made and entered into this 1st day of DECEMBER 2020, by and between the City of La Habra, a municipal corporation located in the County of Orange ("City") and Falck Mobile Health Corp., dba Care Ambulance Service, Inc., with principal offices at 1517 W. Braden Court, Orange, CA 92868 ("Contractor").

RECITALS

WHEREAS, Contractor is an ambulance provider which is fully licensed and otherwise qualified to perform the work required by this Agreement and was selected by City following evaluation of proposals received in response to issuance of a Request for Proposals; and

WHEREAS, City desires to utilize the services of Contractor to provide, and CONTRACTOR has indicated its willingness to provide primary ambulance transportation services, billing and collection, and other related services in accordance with the terms of this Agreement and the Contract Documents and in accordance with applicable federal, state and local laws;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained the parties hereby agree as follows:

1. Contract Document

The Contract Document constitutes the agreement between the parties. This Agreement contemplates that Contractor will do whatever is required to perform the work in accordance with the terms of the Contract Document and in accordance with any applicable governmental laws and regulations, whether specifically identified in the Contract Document or not.

2. Scope of Work

The details of the services to be provided by Contractor to City are described in detail in the Contract Document. Those services include but are not necessarily limited to the provision of the First Tier Service, the Second Tier Service, and Third Tier Mutual Aid Service (as those terms are defined below), together with patient billing and collection services, and the provision of any labor, material, supplies and equipment related to the provision of those services, and any other services described in the Contract Document (all of the services to be provided by Contractor pursuant to the Contract Document are collectively referred to as the "Emergency Services").

Contractor must perform the Emergency Services in accordance with the terms and conditions contained in this Agreement. If any of the terms and conditions of this Agreement are inconsistent with the terms and conditions contained in any other agreements between the parties, the terms and conditions in this Agreement will prevail.

A. The emergency transportation personnel assigned by Contractor to perform services under this Agreement are referred to as the "Transportation Personnel."

B. Without limiting Contractor's obligation to comply with all of its duties and obligations under the Contract Documents the Emergency Services to be provided by Contractor include but are not be limited to each of the following:

1. First Tier Service: The proposed contractor is required to provide dedicated staffing/Transportation Personnel and insurance for two (2) City-owned ambulances providing emergency transportation service out of Los Angeles County Fire Department (LACoFD) Stations No. 191 and No. 192, being able to respond 24 hours a day, 7 days a week to all emergencies as required (the "First Tier Service" or "First Tier").
 - a. The dedicated Transportation Personnel will be provided housing at LACoFD stations and drive two (2) vehicles provided by the City of La Habra. The Transportation Personnel will operate on the LACoFD's three (3) shift schedule (A, B, C) with four (4) EMT's and with at least two (2) drivers qualified per shift;
 - b. LACoFD, in cooperation with the Transportation Personnel, will provide on scene Advanced Life Support ("ALS") services. The Transportation Personnel will provide Basic Life Support ("BLS") services and transport patients to medical facilities when required.
2. Second Tier Service: In addition to the First Tier Service, Contractor will provide full and complete backup services for the City so that Contractor is able to respond 24 hours a day, 7 days a week to all 911 and other emergencies in the City as may be required. For example, when both dedicated BLS ambulances are assigned responses or out of service due to repair or maintenance, the backup service must include at minimum the following:

- a. Fully equipped and staffed vehicles provided by Contractor's own company ready to provide backup emergency transportation services to the City in the event the First Tier Service is unavailable or unable to respond to a 911 call (the "Second Tier Service" or "Second Tier"). The provision of these vehicles will be at no additional charge to the City.
3. Third Tier Mutual Aid Service: In addition to the above, Contractor is also required to enter into an agreement with a separate qualified ambulance service provider doing business in Orange County to provide backup services in the event both the First Tier Service and the Second Tier Service are unable to respond to a call for emergency transportation service (hereinafter "Third Tier Mutual Aid Contract," "Third Tier Mutual Aid Service" or "Third Tier"). The Third Tier Mutual Aid Contract must be approved by the City prior to provision of any service by Contractor. Such approval shall not to be unreasonably withheld by the City.
4. BLS and ALS Services: The Transportation Personnel assigned to perform services under this Contract, whether under the First Tier Service, the Second Tier Service, or Third Tier Mutual Aid Service, will provide Basic Life Support ("BLS") services and transport patients to medical facilities when required. LACoFD, in cooperation with the Transportation Personnel, will provide on scene Advanced Life Support (ALS) services.
5. All Transportation Personnel assigned to perform services under this Contract whether under the First Tier Service, the Second Tier Service, or pursuant to the Third Tier Mutual Aid Service, must at all times meet the following minimum qualifications as listed in Section 10, Personnel Rules, below.
6. The provision of the First Tier Service, the Second Tier Service, and the Third Tier Mutual Aid Service, together with all of Contractor's other duties and obligations under the proposed Contract, are jointly referred to as the "Emergency Services."

3. Contract Price and Payment

City will pay Contractor for furnishing the material and doing the prescribed work for the Agreement Term at the rates set out in Exhibit A hereto. All ambulance transport revenue will be retained by the City, with the Contractor receiving payment of a monthly cost for services as set forth in Exhibit A.

4. Term

- A. Effective Date. The effective date of this Agreement will be 12:00:01 a.m. on Tuesday, December 1, 2020 ("Effective Date"), at which time Contractor will continue full responsibility for the provision of Emergency Services within the City under this Agreement.
- B. Initial Term. This Agreement is for an initial four (4) year term beginning on the Effective Date and ending on November 30, 2024. Contractor will start providing the Emergency Services beginning at 12:00:01 a.m. on December 1, 2020, and ending at midnight on November 30, 2024 (the "Initial Term"). The contract will automatically expire at the end of the Initial Term unless extended as provided below.
- C. Extension. Upon the mutual written agreement of the parties, the term of this Agreement may be extended for up to an additional three (3), one (1) year periods, (for a potential combined seven (7) year total contract period). Successful past performance during the Initial Term will be a critical factor in the decision to grant an extension. The City decision to either grant or deny an extension(s) will be final. At the end of the Initial Term, or contract extension term(s), if granted, this Agreement will automatically terminate (the Initial Term together with any contract extension will hereinafter be jointly referred to as the "Term").

5. Termination

This Agreement may be terminated by the parties as follows:

- A. This Agreement may be terminated by either party, with or without Cause, upon ninety (90) days prior written notice to the other party.
- B. City may terminate this Agreement for Cause by providing Contractor seven (7) days' prior written notice of termination for Cause, and the factors constituting Cause.
- C. City may terminate this Agreement immediately if the La Habra City Manager and La Habra Police Chief (in their reasonable discretion) determine that continued operations by Contractor would constitute a danger to the public health, safety, or general welfare.

6. Breach of Agreement

- A. Factors Constituting Breach and Cause. Factors constituting a breach of this Agreement and also warranting Cause for termination include but are not limited to each of the following:

1. Repeated failure by Contractor to perform the covenants and requirements set forth in the Contract Documents in the time and manner specified, and as required by this Agreement.
2. Failure of Contractor to perform the Emergency Services in a manner which enables the City or Contractor to remain in compliance with the requirements of the County of Orange Emergency Medical Services Agency ("EMSA") ambulance ordinance, and related rules and regulations.
3. Supplying the City with materially false or misleading information during the course of producing any required reports to the City or LACoFD.
4. Willful falsification or unreasonable withholding of data supplied to the City or LACoFD during the Term of this Agreement, including but not limited to dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
5. Repeated failure to meet the minimum vehicle deployment plan for ambulance service as described in this Agreement.
6. Repeated failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
7. Failure of Contractor to maintain all required vehicle maintenance schedules and records as set forth in this Agreement or as reasonably required by City or LACoFD.
8. Failure of Contractor to maintain all training and continuing education per the terms of this Agreement and LACoFD and EMSA policies and procedures and State regulations.
9. Contractor's failure or refusal to respond to any request by City or LACoFD concerning Contractor's operation of the Emergency Services in the City.
10. Transfer or assignment of controlling ownership or other interest in Contractor contrary to the terms of this Agreement, including but not limited to Section 12 of this Agreement ("Assignment").
11. Disruption of service due to failure to maintain ambulance maintenance schedule.
12. The lapse of any license, permit, or approval issued Contractor by a federal, state or local government, which license, permit or approval is/are reasonably necessary for the provision of the Emergency Services contemplated by the Contract Documents.

13. Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry, any final judgment (after exhaustion of any period of appeals), by any court in an amount of fifty thousand dollars (\$50,000) or more.
 14. Contractor files or there is filed against Contractor a petition to have Contractor adjudicated as bankrupt, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
 15. Contractor is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
 16. The assets of Contractor are assumed by a trustee or other person pursuant to a judicial proceeding.
 17. Contractor breaches or defaults in the performance of any of Contractor's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from City fails, within seven (7) days from receipt of such notice, to have fully cured and corrected such breach or default.
 18. Lapse of insurance required under this Agreement.
 19. Failure to manage and resolve citizen complaints to the reasonable satisfaction of the City or LACoFD.
 20. Repeated failure to meet the on-time performance criteria as set forth in this Agreement.
 21. The breach or default of or a failure to comply with, any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
- B. Right To Cure. In the event of any dispute arising under this Agreement, the injured Party will notify the injuring Party, in writing, of its contentions by submitting a claim. The injured Party will continue performing its obligations hereunder so long as the injuring Party cures any default within thirty (30) days after service of the notice provided.

However, if a breach of this Agreement creates an immediate danger to the health and safety or general welfare the City, in the reasonable discretion of the City Manager, immediate action may be taken to remedy the breach itself or terminate this Agreement.

Notwithstanding the preceding, if the La Habra City Manager finds that Contractor is diligently proceeding with all steps necessary to cure such

default, the La Habra City Manager may, in his/her sole discretion, extend the time period by which Contractor must cure such deficiencies, including the effective date of such termination.

- C. Waiver. No waiver of any Event of Breach or Default will be valid or effective unless in writing, and signed by City. Any waiver of any one Event of Default or Breach will not constitute or be construed as creating a waiver of any other Event of Default or Breach.
- D. Action Following Termination. Should this Agreement be terminated for breach, Contractor agrees that City and/or LACoFD in their discretion may take immediate possession of any City or LACoFD materials, equipment, and supplies Contractor may have used in the performance of the Emergency Services. Notwithstanding the above, should this Agreement be terminated for breach, City will have the option, at the City's expense, subject to any right City may have to claim reimbursement from Contractor, to take over the delivery of emergency ambulance transport services itself using City personnel or Contractors, contract on a temporary emergency basis with other providers of emergency transport ambulance services, seek new proposals for service, or such other option as may be deemed necessary and legally available to City.
- E. No Limitation on City's Rights. Nothing in this section acts as any limitation upon the remedies available to City whether at law, or otherwise, in the event of a breach or default of this Agreement.

7. Insurance

- A. Prior to beginning the provision of Emergency Services under this Agreement, Contractor must provide to the satisfaction of the City and LACoFD certificates of insurance and endorsements evidencing the policy or policies of insurance in the types and amounts set forth below. Contractor will at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following minimum scope of insurance coverage:
 - 1. Commercial General Liability Insurance in an amount not less than \$3,000,000 per occurrence, written on an occurrence form. If policy carries an annual aggregate, such aggregate must be in an amount not less than \$6,000,000 per occurrence.
 - 2. Ambulance Medical Malpractice Insurance in an amount not less than \$3,000,000 per occurrence. If the policy carries an annual aggregate, such aggregate must be in an amount not less than \$6,000,000 per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage required herein, provided, however, if the

insurance coverage is so structured, the combined coverage must be in an amount not less than \$5,000,000 per occurrence with an annual aggregate of not less than \$10,000,000.

3. Comprehensive Business Automobile Liability Insurance in an amount not less than \$3,000,000 per occurrence, covering owned, non-owned, and hired vehicles written on an occurrence form. If policy carries an annual aggregate, such aggregate will be in an amount not less than \$6,000,000 per occurrence. Contractor will be required to provide this insurance to all City owned Tier One vehicles and Contractor owned Tier Two vehicles. In addition, Contractor will insure that all Tier Three vehicles operating pursuant to this Agreement comply with these insurance requirements.
4. Workers Compensation and Employers Liability Insurance in a statutory amount for workers' compensation and in an amount not less than \$1,000,000 for employer's liability. This insurance must contain a waiver of subrogation clause in favor of the City and LACoFD and their respective officers, officials, employees, and agents.

B. Contractor will also comply with the following requirements:

1. If the above required insurance coverage does not provide for an annual aggregate which is twice the per-occurrence limit, in the alternative, the insurance policy (policies) must be amended (by appropriate ISO endorsements) so that the policy limits apply solely to this Agreement.
2. The above required liability insurance will be in a form which supports coverage for the provisions of the indemnification clause required under this Agreement including a claim brought against the City and/or LACoFD for the injury to, or death of, an employee or agent of Contractor.
3. In the event of a claim (or claims) against the above referenced liability policies which reasonably may deplete one half or more of the aggregate limits, Contractor must immediately notify City. In the event a claim (or claims) are made against the above referenced liability policies which are reasonably expected to deplete 90% of the aggregate limits, Contractor will, at Contractor's expense reinstate the aggregate limits at least to an amount equal to one half of the face amount of the aggregate limits on the policies.
4. All insurance required herein must be written by insurers admitted to do business in the State of California, rated A, Class X, or better in the most recent Best's Key Insurance Rating Guide.

If Contractor can demonstrate to the City's satisfaction that coverage is not available in the admitted market, City, in its sole and absolute discretion, may be willing to consider coverage provided through a surplus line earner. In such case, the insurer providing the surplus line coverage must be represented by

a California licensed surplus line broker, must be on the California list of eligible surplus line insurers, and must be rated A Class X or better in the most recent Best's Key Insurance Rating Guide.

5. No insurance required herein will provide for a deductible in excess of \$5,000 or a self-insured retention in any amount without prior written consent of the City, and the granting or denying of such consent will be at the sole and absolute discretion of the City.

C. Endorsements

1. All insurance required herein must be endorsed to state that Coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
2. The liability policies required herein, except for professional liability (if a stand-alone coverage) and employers liability must, by endorsement, contain the following provisions:
 - a. "The City of La Habra and LACoFD, and their respective officers, officials, employees, representatives, and City or LACoFD designated volunteers are hereby declared to be additional insureds as respects the operations, activities, work, errors or omissions of the named insured arising out of or in connection with any contract or agreement with the City of La Habra."
 - b. "This insurance is primary to and will not contribute with any insurance or self insurance maintained by the City of La Habra or any of the designated additional insureds."
 - c. "This insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."
3. Worker's Compensation policies must be endorsed to state that the insurer waives all rights of subrogation against the City and LACoFD and their respective officers, officials, agents, employees, and volunteers for losses arising from work performed by the Contractor under this Agreement.

- D. All insurance coverages will be confirmed by execution of endorsements and certificates of insurance. Contractor is required to file the completed policy endorsements and

certificates with City and LACoFD on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City and LACoFD. The completed endorsements and certificates of insurance are

subject to the approval of City and LACoFD.

- E. Nothing in this section will be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in this Section, or the extent to which Contractor may be held responsible for payments of damages to persons or property.
- F. City or LACoFD (with the City's approval) have the right at any time to review the coverage form, and limits of insurance required herein. If, in the sole and absolute discretion of the City and/or LACoFD, the insurance provisions in this Agreement do not provide adequate protection for the City and/or LACoFD, the City and/or LACoFD has the right to require Contractor to obtain insurance sufficient in coverage, form, and limits to provide adequate protection, and Contractor must promptly comply with such requirement. The City's and LACoFD's requirements will not be unreasonable, but will be adequate in the sole opinion of the City and LACoFD to protect against the kind and nature of risks which exist at the time a change of insurance is required or thereafter.
- G. Alternate forms of insurance that meet the above requirements must be approved by the City's and LACoFD's Risk Manager prior to beginning any work under this Agreement.

8. Indemnification

Contractor agrees to defend, indemnify, and hold free and harmless the City and LACoFD, and their respective officers, officials, agents, and employees at Contractor's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the CITY or LACoFD, or their respective officers, officials, agents or employees arising out of Contractor's, its employees', agents', and/or authorized subcontractors' (collectively Contractor"), performance of its obligations under this Agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City or LACoFD.

The defense obligation provided for hereunder will apply without any advance showing of negligence or wrongdoing by the Contractor, but is required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions, or misconduct of the Contractor and/or whenever any claim, action, complaint or suit asserts liability against the City or LACoFD, or their respective officers, officials, agents or employees based upon the work performed by the Contractor under this Agreement whether or not the Contractor is specifically named or otherwise asserted to be liable.

9. Operational Standards, Procedures and Performance Requirements

Contractor must comply with the following Operational Standards, Procedures and Performance Requirements during the Term of the Agreement, all costs of which shall be fully borne by Contractor, and are included in the compensation paid by City to Contractor pursuant to Section 3 of this Agreement:

A. Emergency Response Communications System

1. **Communications Requirements.** Contractor must comply with the following requirements concerning the installation, use, operation, and maintenance of its Emergency Response Communications System:
 - a. Emergency Response Communications System must be operated and maintained by Contractor twenty-four (24) hours per day, seven (7) days per week;
 - b. Contractor dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) hour service;
 - c. Contractor must provide and maintain, at its sole cost and expense, a dedicated point to-point communications link between the LACoFD Emergency Communications Center and the Contractor's ambulance dispatch center. Such link may be via a dedicated ring down line, CAD (Computer Aided Dispatch) interface or other communications media deemed acceptable by City and LACoFD; and
 - d. The City of La Habra owns the First Tier ambulances used to supply service within the contract area. The ambulances are currently equipped with LACoFD radios and MOT's (Mobile Data Terminals) capable of communicating with LACoFD dispatch. Contractor will be expected to operate the equipment currently in place pursuant to the guidelines established by the City of La Habra and LACoFD. For all Second Tier ambulances, Contractor will be required to install such radios as deemed necessary by LACoFD and the City of La Habra to effectively establish radio communications links with police and/or fire personnel on such channels and frequencies as defined and allowed by either LACoFD or La Habra PD.

B. Contractor Services

1. Service. Contractor must provide at a minimum:
 - a. Dedicated Transportation Personnel to fully staff the two (2) First Tier Service ambulances such that those two vehicles are able to provide twenty-four (24) hour emergency ambulance transportation within the City, seven (7) days a week, for the duration of the Term of this Agreement;
 - b. A sufficient number of fully equipped backup units under the Second Tier and Third Tier Service such that Contractor is able to respond to all 911 and other emergency calls in the City and meet the response time requirements set forth in Section 9C below;
 - c. During the term of the Agreement, Contractor will provide sufficient resources such that Contractor is able to respond to 100% of all 911 and other emergency calls in the City by means of the combined efforts of the First Tier Service, Second Tier Service and Third Tier Mutual Aid Service;
 - d. The Transportation Personnel for the First Tier Service will be housed at LACoFD fire stations (No. 191 and No. 192) utilizing City provided dedicated vehicles;
 - e. The City will provide two (2) dedicated vehicles and a back-up ambulance;
 - f. Contractor must provide and maintain First Aid Kits in each City Department located within La Habra City Hall (City Administration, Finance, Human Resources, Public Works-Engineering, Information Technology and Community Development), as well as the La Habra Police Department, the La Habra Community Center, the Public Works Department Service Yard, the La Habra Children's Museum and additional sites as agreed upon by Contractor and City. Maintenance of the kits will be as agreed upon by Contractor and City, but will not be less than two times annually.
 - g. Contractor must engage in "Community Involvement" to the degree required by City. Community Involvement will be deemed to be a visible and interactive presence at events designated by the City where Contractor will have equipment and personnel present to enhance the public image and mission of the City Ambulance Service as well as to promote community safety and the timeliness of emergency response. Such public events will include, but are not limited to, the La Habra Corn Festival, 4th of July Community Celebration, Citrus Festival, and Tamale Festival.
 - h. Contractor must provide Cardio Pulmonary Resuscitation (CPR), basic first aid and AED training to police personnel, city staff, and emergency response personnel as designated by the City and in compliance with Peace Officers Standards and Training (POST) regulations. Such training will be conducted at locations specified by City and at time(s) as

agreed upon by Contractor and City.

- i. The City will use the services of Contractor for purposes of billing for all pre-hospital ambulance services, including Tier One, Tier Two and all other required ambulance responses within the City of La Habra. For these services, Contractor will assess the City a fee of 6.5% of the total amount collected by Contractor on behalf of City. Contractor is also responsible for collection of payment on delinquent accounts. Contractor may use the services of a subcontractor for delinquent account collection; however, in no case will the amount of the service fee exceed 6.5% of the amount received. City will continue to administer all aspects of its Ambulance Subscription Program and retain all funds associated with the program.
- j. City will retain the right to resolve or adjudicate disputes with clients as to the propriety of billing. Contractor will work with City to ensure that disputed amounts are resolved in a timely, equitable, and fair manner.
- k. Contractor has established a cost of living increment for the benefit of its employees. In the event that the cost of living pay increase is not accorded employees of Contractor, the City will have the amount of the monthly contract assessment reduced in the amount that would have been attributed to the cost of living increase.
- l. Contractor must have an authorized field supervisor available to the City and LACoFD personnel, either by radio or in person, on a twenty-four (24) hour, seven (7) day per week basis during the Term of the Agreement.

C. Response Times

1. General Requirements. The initial dispatch of Contractor personnel will be made by LACoFD. Response times will be calculated as the actual elapsed time in minutes from the moment the request is received by the Contractor to the time that the Contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time.
2. Response Time Measurement. Response times are measured in full minutes, rounded upward. For purposes of measuring compliance and for the imposition of any penalties, any partial minute will be rounded up to the next full minute. For example, a response time of 10:01 or 11:00 is counted as eleven minutes.
3. Response Times Required Contractor agrees to use its best efforts to achieve response times that achieve arrival on scene after receiving a call for service at a quarterly compliance rate of ninety-two percent (92%) in each Code 2 and Code 3 category as noted below:

Metro/Urban Requirements

- a. Code 3 Response time must not exceed ten (10) minutes zero (0) seconds.
 - b. Code 2 Response time must not exceed fifteen (15) minutes zero (0) seconds.
4. Response Time Reporting. Contractor must provide quarterly response time reports to the City ("Quarterly Response Time Reports") for the first tier, second tier, and third tier services as outlined in the scope of services section. Contractor will be required to obtain the first-tier reports from LACoFD due to the fact that LACoFD directly dispatches first-tier ambulances in La Habra. It will be Contractor's responsibility to review the first-tier response reports from LACoFD for purposes of identifying errors or omissions. Such first-tier reports will then be forwarded to City in conjunction with the second-tier and third-tier quarterly reports.
 5. Call Cancellation In the event a call for service is cancelled prior to arrival, the response will be considered to be within the response time requirement so long as the elapsed time between the call for service and the cancellation does not exceed the applicable response time requirement. In the event the elapsed time between the call for service and the cancellation is in excess of the applicable response time requirement the call will be considered late.
 6. Quarterly Response Time Report Format. The Quarterly Response Time Reports must be submitted by Contractor using an electronic spreadsheet format. Whenever response times in either Code 2 or Code 3 categories fall below the 92% compliance rate in any given quarter, Contractor will include a narrative assessment as to the cause of any response delay and if requested will meet and confer with the City Manager or designee for purposes of establishing a plan for avoiding such delay in the future.
 7. Exemptions to Response Time Requirements. The response time requirements set forth in this Section may be suspended and not enforced, at the sole discretion of the City in unusual circumstances. There will be no exemption for response delays due to vehicle mechanical problems, driver error, traffic, weather, or mistake. The response time requirements set forth in this Section will be suspended and not enforced under the following limited circumstances:
 - a. High Call Volume. Responses to calls for service during periods of unusual system overload or high call volume which will be determined at the sole discretion of the City;
 - b. Disasters. Responses to calls for service during a LACoFD or City-declared disaster occurring during a declared disaster in a neighboring jurisdiction, which has requested emergency ambulance transportation or other mutual aid assistance from LACoFD or the City. For purposes of this Section, a ' declared

disaster' means any condition of disaster as declared or affirmed by the City or LACoFD Fire Chief or his designee;

- c. Multiple Ambulance Response. For responses to calls for service where more than one ambulance is dispatched to the same incident, only the response time of the ambulance first to respond will be required to meet the specified response time requirements;
 - d. Response Up/Downgrade. For Code 3 calls where the response priority code is downgraded to Code 2 by LACoFD while the ambulance is en route to the scene, the response time standard for that call will be recorded as a Code 2 call. If the response priority code is upgraded from Code 2 to Code 3 by LACoFD while the ambulance is en route to the scene, the response time standard for that call will be recorded as the number of minutes for a Code 3 call plus the number of minutes already elapsed not to exceed the original total minutes for a Code 2 call.
 - e. Return of LACoFD Personnel. In the event that an ambulance is delayed in responding to a call for service or is hindered from providing a timely response due to the need to comply with the requirement that it return all LACoFD personnel to their respective fire stations as described herein, the response time requirement for that call will be suspended. This exemption will only apply for a call for service dispatch that occurs while the ambulance is waiting for or actually returning LACoFD personnel. It will be the Contractor's responsibility to document such circumstances, including the length of time and the affected call(s) for service. Contractor must apply for a specific exemption as provided below. Calls for service dispatches that occur after the ambulance has returned LACoFD personnel and while returning to any ambulance post location are not eligible for this exemption.
 - f. Dispatched to incorrect location. In the event that an ambulance is dispatched to an incorrect location, it is the Contractor's responsibility to document such circumstances.
8. Procedures to Request Response Time Exemption. Applications for receiving an exemption to the response time requirements must be submitted by Contractor to the City for approval. Such requests must accompany the Quarterly Response Time Report for the period in which the exemption is requested. Requests for exemptions outside of the current quarterly reporting period will not be considered. Each request for exemption must include the following information (a) the incident date (b) the LACoFD Incident Number(s), (c) a narrative summary of the incident, (d) explanation for the cause of the response time delay, and (e) the specific exemption requested. The decision to either grant or deny a response time exemption request will be made by the City within thirty (30) days. The decision to deny may be appealed to the La Habra City Manager or his designee, whose

decision will be final.

9. Use of Alternative Methods to Meet Response Time Requirements. For purposes of maintaining compliance with the response time requirements established herein, Contractor must negotiate and enter into a separate Third Tier Mutual Aid Contract with a neighboring ambulance service operator for the provision of emergency transportation services (Mutual Aid Provider). Any ambulance provider selected to provide such services and any agreement to provide such services pursuant to this Section, must satisfy the following requirements:

- a. The Third Tier Mutual Aid Contract must be reviewed and approved by the City prior to execution of the Contract awarded and a copy of the Third Tier Mutual Aid Contract must be sent to the City and the LACoFD EMS Section Battalion Chief. Such approval by the City shall not be unreasonably withheld.
- b. Mutual Aid Providers will be expected to provide emergency transportation services in the City in accordance with all of the operational standards, procedures, and performance requirements set forth in the Contract Documents. Prior to Contractor providing any Emergency Services under the Contract, the Mutual Aid Provider must acknowledge this obligation in writing to the City.
- c. Mutual Aid Providers and their employees must cooperate with the City and LACoFD and must participate in any audit requested by the City concerning their performance; and
- d. Notwithstanding the above, Contractor, and not the Mutual Aid Provider, will be primarily responsible for ensuring compliance with all terms, conditions, standards, and performance requirements set forth in the Contract Documents, including but not limited to, the primary obligation to pay any penalties which may be imposed by the City, and the payment of all fees and reimbursements.

10. Disciplinary Actions for Failure to Meet Response Time Requirements/Performance Deficiency

- a. Meet and Confer. Should Contractor fail to meet the response time requirements set forth in this section in any quarterly period, either for any single Code category or for the cumulative total of Code 2 and Code 3 calls as outlined in section C.3 of this Agreement, the City of La Habra representative will notify the Contractor and meet and confer with said Contractor regarding performance and response time deficiencies. The purpose of this meeting is to notify the Contractor of its deficiencies and to work with the Contractor to ensure proper response time performance in the immediate future.

b. Corrective Action Plan. Situations which come to the attention of, or are reported to the City and/or LACoFD EMS Section Battalion Chief, and which appear to constitute a Contractor service or performance deficiency or substantial inadequacy as determined by the City, will be immediately investigated by the City. At the discretion of the City, a Corrective Action Plan may be imposed on the Contractor to correct identified and verified performance deficiencies and inadequacies. The City authorized representative will meet to develop a written Corrective Action Plan (CAP) within fifteen (15) working days of the identification and verification of the service or performance deficiency or substantial inadequacy in accordance with the following CAP requirements:

1. CAP Format. The CAP will describe the following: (1) the service or performance deficiency, or substantial inadequacy will be identified, and (2) the method by which Contractor is to correct the service or performance deficiency or substantial inadequacy will be outlined. Contractor must sign the CAP, thereby agreeing to the corrective action set forth in the CAP with any areas of disagreement noted in writing. A copy of the signed CAP will be furnished to Contractor at the conclusion of the CAP meeting.
- 2.. Correction Period. Correction of the service or performance deficiency or substantial inadequacy will occur within a period of not to exceed thirty (30) days from the development of the CAP unless the City representative determines that correction cannot be accomplished within the specified time frame. When correction will take longer than thirty (30) days from the development of the CAP, the CAP will specify interim dates by which specific steps toward correction of the service or performance deficiency, or substantial inadequacy will take place with the total time period not to exceed three (3) months.
3. CAP Inspection/Compliance. The City Manager or his designee, will visit and inspect Contractor's business office, facilities, vehicles, personnel, and/or records, to review and document actions taken by Contractor to implement the CAP, and will document any continuing service or performance deficiency or substantial inadequacy, which is not corrected within the specified time frame. In the event Contractor fails to correct the service, performance deficiency, or substantial inadequacy identified in the CAP within the time frame provided, LACoFD and/or the City, if applicable, may find Contractor to be in material breach of the Agreement.

c. Timely Performance Required

1. Imposition of a CAP pursuant to this Section will not relieve Contractor of the responsibility to meet all performance expectations as set forth in the

Contract Documents. Substandard cumulative response time performance (i.e., below the 92% compliance rate for combined Code 2 and Code 3 calls) in any two (2) quarters in a single twelve (12) month period may constitute breach of contract, resulting in the imposition of a Remedial Action Plan (RAP).

2. Failure to timely correct and cure any response time deficiency after having been given notice and a reasonable opportunity to cure such violation in accordance with an established Corrective Action Plan (CAP), or failure to cure a breach of contract after the imposition of a Remedial Action Plan (RAP), may constitute a material breach of the Agreement. Additionally, consistent problems in meeting and/or maintaining the response time requirements will be a key factor in determining whether to grant contract extensions. This Agreement requires the highest levels of performance, reliability, and compliance with the established performance criteria and service delivery criteria, and the mere demonstration of effort even diligent and well-intentioned effort will not substitute for proper compliance.

D. Emergency On-Scene Procedures

1. Contractor must perform as a part of the patient care team and must be able to perform all BLS treatment modalities within their scope of practice, as required by OCEMSA.
2. All ambulance Transportation Personnel assigned by Contractor to perform Emergency Services under the contract must:
 - a. Be trained in Orange County EMS protocol and procedure;
 - b. Work under the direction of the LACoFD Incident Commander and/or the LACoFD EMT Paramedic in charge of the patient(s) and/or incident;
 - c. Fully cooperate with and abide by the instructions of the LACoFD Incident Commander and/or the LACoFD EMT Paramedic in charge of the patient(s) and/or incident;
 - d. Place their apparatus and equipment at the scene in a safe location or as deemed appropriate by the LACoFD Incident Commander and must be mindful of the need for safe operations, including the avoidance of exhaust fumes;
 - e. Not interfere with or assist LACoFD personnel in any firefighting or emergency rescue operation;
 - f. Request a secondary ambulance and/or field supervisor immediately upon determining that their unit has suffered a mechanical failure or is or may become disabled, or upon the request of an LACoFD Incident Commander, and must likewise immediately inform the LACoFD Incident Commander of any mechanical failures and;
 - g. Be aware that safety is the responsibility of all personnel on scene.

Ambulance personnel will not enter or operate in unsafe environments.

D. Disaster Assistance

During a disaster declared locally or in a neighboring jurisdiction, strict application of the performance standards set forth in the Contract Documents may be temporarily suspended by the City in order to provide an appropriate response. While disaster coordination will be provided by LACoFD, Contractor is expected to be actively involved in the planning and response to any declared disaster. Upon notification of a disaster by City and/or LACoFD, Contractor must immediately commit any and all available resources and assist LACoFD and the City in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. In the event of a disaster the following will apply:

1. During such periods Contractor will be released from the response time requirements until notified by the City and/or LACoFD Duty Officer that disaster assistance is no longer needed;
2. When disaster assistance is no longer needed, Contractor must resume performance pursuant to the Contract Documents as quickly as is practical considering personnel exhaustion, medical supply restocking needs, and other relevant considerations;
3. While performing disaster assistance, Contractor will provide supervisory assistance at the command post or emergency operations center as requested and is to use best efforts to provide local emergency coverage. Contractor must also suspend non-emergency transport services as necessary, informing persons requesting non-emergency transport of the reason for the temporary suspension; and
4. During the course of a disaster, LACoFD and/or the City will work with Contractor to utilize mutual aid providers who are authorized to perform such services within the County to meet the service demands of the disaster.

E. Standard of Performance

Contractor must perform all work and services pursuant to the Contract Documents in a skillful and workmanlike manner and consistent with the standards generally recognized as being employed by professionals in the private, emergency ambulance transportation field in the State of California. Contractor must warrant that it and its employees are skilled in the professional calling necessary to perform all work and services under the Contract Documents. Contractor must warrant, and from time to time may be required by the City to demonstrate, that all employees and authorized subcontractors have sufficient skill and experience to perform the work and services assigned to them under the Agreement. Finally, Contractor must further represent that it and its employees and authorized subcontractors have all licenses,

permits, qualifications and approvals of whatever nature that are legally required to perform the work and services under the Agreement and that such licenses and approvals will be maintained at all times during the Term of the Agreement.

Adherence to the LACoFD emergency transport guidelines as directed by LACoFD personnel will also be used as part of the overall performance criteria.

F. General Provisions

1. Return of LACoFD Personnel. LACoFD provides Advanced Life Support ("ALS") services from a variety of delivery platforms, including engine and truck companies. In cases where LACoFD personnel accompany patients in the ambulance en route to hospitals or to other receiving facilities and the LACoFD ALS unit does not follow up to the hospital/receiving facility, Contractor must return those personnel to their assigned fire station(s) within 30 minutes from the conclusion of the run. The conclusion of the run is defined as the moment when the patient has been transferred into the care of hospital/medical staff, the ambulance crew has completed all required documentation, and the ambulance has been restocked and is ready to be placed back in service. At the conclusion of the run, the ambulance crew is to advise the accompanying LACoFD personnel that they are ready to return them to their station. If while returning LACoFD personnel to their station, the ambulance receives another emergency call, the ambulance may accept that call for service and take those returning LACoFD personnel to the new call at the discretion of the LACoFD personnel on board.
2. 911 Calls for Service/Referral. Contractor must immediately refer to LACoFD any and all calls for emergency 911 service that are made by any person directly to Contractor's dispatch center or business office.
3. Performance: Contractor must demonstrate a continuous effort to detect and correct service level performance deficiencies as determined by the City and to continuously upgrade the performance and reliability of the EMS system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective action plans.
4. Conflict of Interest. Contractor must certify that it is not and will not be violating either directly or indirectly any conflict of interest statute rule or regulation by its performance of the services described herein.
5. Complaints. Contractor must immediately notify the City and LACoFD in writing of any complaints, inquiries, or investigations initiated by OCEMSA, the

California Emergency Medical Services Authority, and/or any other federal, state or local regulatory agency regarding Contractor's services performed pursuant to the Contract Documents, including but not limited to, level of service delivery, service quality, billing practices, medical training, and personnel. Nothing in the Contract Documents will be construed as superseding the authority of OCEMSA or any other duly empowered regulatory agency from separately and/or concurrently exercising its authority to provide regulatory oversight and to take action to ensure that emergency ambulance response services are administered according to law.

6. HIPAA Business Associate Assurances. Effective on the Effective Date, or such other implementation date established by law to the extent that the parties have a "business associate relationship," the parties must carry out their obligations under the Contract Documents in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104 191 of August 21, 1996 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F-Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to the Contract. In conformity therewith, both parties must agree that they will:
 - a. Not use or further disclose PHI except (1) as permitted under the Contract (that is, for the purpose of maintaining accurate records of the services provided pursuant to the Contract and for the billing of such services to patients guarantors insurers, earners or other responsible parties, the issuance of reports to the other party pertaining to same and related administrative functions pertaining to these activities), (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA Business Associates of each other or (iii) as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Contract and applicable law;
 - c. Report to each other any use or disclosure of PHI not provided for by the Contract or applicable law of which a party becomes aware;
 - d. Ensure that any agents or subcontractors to whom either party provides PHI or who have access to PHI agree to the same restrictions and conditions that apply to both parties with respect to such PHI;
 - e. Make PHI available to the individual who has a right of access as required under HIPAA;

- f. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
 - g. Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party' s behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
 - h. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party' s compliance with HIPAA and the Privacy Regulations; and
 - i. At the Termination of the Agreement, return all PHI received from, or created or received by one party on behalf of the other party. In the event the return of such PHI is infeasible, both parties' obligations under this Section will continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of the Agreement for any reason.
7. Medicare/MediCal Participation. Contractor must warrant and represent that it is an enrolled provider in good standing in the Medicare and MediCal programs and is not the subject of any pending actions, investigations, or prosecutions, whether civil, criminal, or administrative, relating to their billing or reimbursement practices and that Contractor will not employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program. Contractor must agree to notify the City and LACoFD of any imposed exclusions or sanctions covered by this warranty, and the City reserves the right to immediately terminate the Contract upon receipt of such notice.

G. External Medical Quality Control

Contractor must fully comply with all federal, state and local medical standards, protocols, and rules and regulations applicable to the provision of private, emergency BLS ambulance transportation, including those established by OCEMSA. Contractor must at all times during the contract Term cooperate with the OCEMSA program managers and the OCEMSA Medical Director in the monitoring regulation, management oversight, and administration of the County EMS system.

The OCEMSA Medical Director or his designee has both the authority and responsibility to routinely establish and monitor private emergency ambulance system performance, including but not limited to ambulance equipment standards, medical protocols, personnel standards, training standards, medical dispatch procedures, first responder practices and training, medical control, and to effect corrective and

disciplinary action as necessary.

H. Internal Medical Quality Control

Contractor must establish a Continuous Quality Improvement ("CQI") program directed at, but not limited to, effective administration and management of clinical performance, response time performance, driver performance, dispatch performance, and for all other BLS service levels. Contractor shall submit a report annually, on or before the anniversary of the effective date, as to the status and effectiveness of its CQI program.

10. Personnel Rules

For the duration of the Term of the Agreement Contractor will comply with the following Personnel Rules and Requirements:

1. **Employee Performance.** Contractor must employ only competent and trained personnel, and will provide a sufficient number of employees to perform the services required under the terms of this Agreement and in the Contract Document. Contractor must comply with all the following personnel requirements.
 - a. All of Contractor's Transportation Personnel and employees will be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities;
 - b. All Contractor ambulance personnel must possess valid California Driver's Licenses in the proper class including any required certifications and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code and all other laws applicable to private, emergency ambulance response personnel;
 - c. Contractor must have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy and an employee alcohol/drug- testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including alcohol and drug testing. Any Contractor employee found working under the influence of alcohol or drugs must be immediately removed from performing any further duties under the Contract Documents. The alcohol and drug program must meet the following requirements:
 - i. A contract with a program administrator and authorized lab certified by the U.S. Department of Transportation;
 - ii. Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations for pre-employment;

- iii. Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return to duty and follow up testing;
 - iv. Procedures and components for testing following U.S. Department of Transportation guidelines and additional tests as required following accidents, rehabilitation, return to-service, and other circumstances providing reasonable suspicion to test;
 - v. Upon request by the City, yearly reports of the random testing component must be filed by the program administrator in redacted form, concealing employee identifiable information, with the City who may disclose such reports to the LACoFD;
 - vi. Contractor ' s and program administrators' alcohol and drug program records will be made available in redacted form concealing individual employee identities to the City upon request;
 - vii. Contractor employees must show a valid California driver's license at the time and place of testing; and
 - viii. All test results are kept confidential except that City and LACoFD are authorized to receive copies in redacted form concealing individual employee identities, for its administrative purposes and except as otherwise authorized or required by law.
- d. Contractor must participate in the California Department of Motor Vehicles (OMV) Employer Pull Notice Program.
- e. Contractor must not employ, in the performance of services pursuant to the Contract Documents, any ambulance operator or attendant convicted of or having pled nolo contendere to a crime that would preclude the individual from employment as a police officer or firefighter in the State of California. In cases where a statutory conflict in such hiring standards exists between the two professions, the City will have sole discretion to determine if the conduct being evaluated precludes the individual from service in La Habra. If any Contractor employee is charged with a crime (felony or misdemeanor) while working for Contractor in any capacity wherein that person provides service to City, Contractor must immediately contact City and provide details of the allegation. At City' s sole discretion, Contractor may be directed to suspend that employee from performing any further duties under the Contract Documents pending the outcome of the criminal case.

- f. Contractor's employees must maintain acceptable standards of dress, including uniforms, and cleanliness while on duty in the community and must at all times conduct themselves in a professional manner.
- g. Contractor's employees must fully cooperate with and abide by the instructions of LACoFD personnel while on scene.
- h. If any employee becomes ineligible to provide services under the Contract Documents, Contractor must immediately notify the City and LACoFD EMS Section Battalion Chief in writing of such ineligibility and the reason(s) therefore.
- 1. Contractors must ensure that all of its employees and ambulances are at all times during the Term of the Agreement, in full compliance with all federal, state, and local laws, rules, statutes, and regulations including but not limited to the California Vehicle Code, the California Health & Safety Code, Orange County Ambulance Ordinance, applicable City ambulance ordinances, and any and all OCEMSA or State EMS Authority policies, standards, procedures, regulations, and/or protocols. All Contractor employees must have in their possession at all times, while on duty, applicable licenses certifications and/or permits, as may be required by the agencies and authorities listed above.
- l. Contractor's emergency response personnel must carry and furnish to City staff or LACoFD personnel upon request, any required licenses, certifications, and/or permits including proper identification, for purposes of verifying validity, ensuring compliance with licensing, certification, and permitting requirements and for the proper reporting of employee performance-related issues to Contractor.
- k. The LACoFD EMS Section Battalion Chief may request Contractor to participate in emergency response joint training exercises to improve the capability and coordination of both LACoFD and Contractor's response to a given emergency or disaster. Such training will be scheduled and mutually coordinated by the LACoFD EMS Section Battalion Chief and the Contractor. Such training will not exceed twenty (20) hours per year.

1. Any additional training that may be deemed necessary by City staff or LACoFD will be attended by Contractor ' s personnel upon reasonable notice and at the sole cost and expense of Contractor. Such additional training may include but is not limited to, mass casualty, weapons of mass destruction, and/or other emergency response training.
- m. Contractor must make available to the City staff or LACoFD EMS Battalion Chief, upon request, any and all Contractor personnel training records for those employees who perform services pursuant to the Contract Documents.
- n. Contractor employees will perform the duties required under the Contract Documents in an ethical, professional, and orderly manner and will endeavor at all times to obtain and keep the confidence of the public.
- o. Contractor must utilize management practices that ensure that its Transportation Personnel, working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted, overworked, or exhibiting impaired judgment or motor skills.
2. Employee Removal. At the request of the City and/or LACoFD (in the sole discretion of either) and based on a demonstrated pattern of poor performance, misconduct, or service complaints, Contractor will remove any Transportation Personnel designated by the City from performing further duties under the Contract.

11. Personal Safety Equipment

Contractor will ensure that all of the Transportation Personnel assigned to perform Emergency Services under the Agreement have been provided with Personal Protective Equipment (" PPE"), as required by the Contract Document. At minimum, Contractor must provide the following: PPE helmet, goggles, and Nomex long sleeve shirt or equivalent all in accordance with applicable federal and state laws or standards. It will be the sole responsibility and expense of the Contractor to maintain or replace or cause to be maintained or replaced any PPE required. Contractor is solely responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.

12. Assignment

- A. Except as provided herein, Contractor may not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the Agreement to any other person or entity without first obtaining the prior written consent of the City. Any such assignment or transfer without the prior written consent

of the City will be void and the attempted assignment will constitute a breach of the Agreement.

- B. For purposes of this section, the following will be considered to be a "transfer":
1. Any change in the business structure, including but not limited to, changes from or to
 - (a) a sole proprietorship
 - (b) a partnership, including any change in the partners,
 - (c) a corporation, including any change in the shareholders whether by operation of law or otherwise;
 2. Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or
 3. A transfer by any of the owners, shareholders or members (whichever is applicable) of Contractor of greater than ten percent (10%) of the ownership interest stock or membership interest (whichever is applicable) in Contractor's business issued as of the Effective Date by the Contractor or the sale or transfer of over twenty five percent (25%) of the assets of the Contractor. In the event Contractor experiences regular stock exchanges in excess of the ten percent (10%) threshold, a separate agreement may be negotiated to set a threshold that still provides the City with the protections intended. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership for purposes of this Section.

13. Audits and Inspections

At any time during normal business hours and as often as may reasonably be deemed necessary by the City, the City may observe and inspect Contractor's business office, and Contractor must make promptly available to the City for its examination all of Contractor's records that pertain to performance of the Agreement. The City may audit, examine and copy any and all Contractor records pertaining to their performance of the Agreement, including but not limited to personnel records, daily logs, conditions of employment and all other data. The City's right to inspect Contractor's business office and any and all records pertaining to their performance of the Agreement will be restricted to normal business hours and reasonable notice will be given to Contractor in advance of such inspection.

14. Independent Contractor

- A. In the performance of this Agreement, Contractor will be acting in an independent capacity from the City and LACoFD and not as an agent, employee, partner, or pursuant to any kind of joint venture or partnership with the City or LACoFD. The parties understand and agree that Contractor, its

officers, agents, and employees (which term specifically includes but is not limited to the Transportation Personnel) are not employees of the City, the County, or LACoFD, and are not entitled to any of the rights, benefits, or privileges of City, County, or LACoFD employees including, but not limited to medical, unemployment, or workers compensation insurance. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Contractor or any of its employees.

- B. Neither the County, the City, or LACoFD, nor any of their respective officers, elected officials, agents, representatives, or employees will have any control over the conduct of Contractor's agents and employees except as specifically set forth in the Contract Documents. Under no circumstances will Contractor or any of its agents or employees represent that they are in any manner agents or employees of the City, County, or LACoFD, it being understood that Contractor, its agents, and employees are as to the City, County, and LACoFD, wholly independent contractors and that Contractor's obligations to the City and LACoFD are solely those prescribed by the Contract Documents.
- C. The City, the County, and LACoFD have no responsibility whatsoever for the payment of any wages, salary, health benefits, retirement benefits, taxes, or any other benefits that may be due to Contractor's employees and agents performing Emergency Services under this Agreement, specifically including but not limited to the Transportation Personnel. Contractor further acknowledges and agrees that the City, the County, and LACoFD have no responsibility whatsoever for the filing of any employer related documentation (tax forms, payroll or otherwise) with the federal, state or local governmental authorities, concerning those persons Contractor assigns to perform Emergency Services under this Agreement. The preparation and filing of all employee related documentation will be the sole responsibility of Contractor.
- D. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor must indemnify defend and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
- E. Notwithstanding any other agency, state, or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement, will not qualify for or

become entitled to and Contractor hereby agrees to waive, and indemnify the City from and against, any claims to any compensation, benefit, or any incident of employment by City including but not limited to eligibility to enroll in PERS as an employee of City, and/or entitlement to any contribution to be paid by City for employer contributions, and/or employee contributions for PERS benefits.

15. Compliance with Laws

All services provided by Contractor pursuant to the Contract Documents must be rendered in full compliance with all applicable federal, state, and local laws, rules, statutes, and regulations. It will be Contractor's sole responsibility to determine which federal, state, and local laws, rules, statutes and regulations apply to the services to be performed pursuant to the Contract Documents, and to maintain compliance at all times throughout the Term of this Agreement.

16. Responsibility

Except as may be specifically stated herein to the contrary it will be the responsibility of Contractor to provide all Transportation Personnel with whatever resources and equipment are necessary to perform the Emergency Services and to otherwise satisfy all of the terms and conditions set forth in the Contract Documents at all times during the Term of this Agreement. Except where it may be specifically permitted in the Agreement, Contractor may not use any outside ambulance service providers or other resources to satisfy its obligations to provide Emergency Services to the City, without first obtaining the prior written consent of the City.

Notwithstanding the granting of any such approval by the City, nothing stated herein will relieve Contractor of its duties and responsibilities under the Agreement, and any additional cost incurred will not be charged to the County, City, or LACoFD.

17. Acts or Omissions of Representatives

The acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of the Contractor in the performance of the services and obligations under the Contract Documents will constitute the acts and/or omissions of the Contractor.

18. Insolvency

Contractor will not, without the prior written consent of the La Habra City Manager, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of Contractor or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by Contractor under any insolvency or bankruptcy proceeding constitutes a material breach of this Agreement by Contractor and all property, equipment, or materials assigned by LACoFD, the City, and/or the County to Contractor related to the provision of services under this contract will be automatically "released" by Contractor and returned back

to the possession and control of the City and LACoFD. Following the occurrence of any such event, the La Habra City Manager may assign such property, equipment, or materials to another Emergency Services provider, in the City's sole discretion.

19. Familiarity with Work

By execution of this Agreement, Contractor warrants that:

- A. It has thoroughly investigated and considered the Emergency Services to be performed;
- B. It possesses any and all licenses which are required under relevant local, State, or Federal law to perform the Emergency Services contemplated by this Agreement and will maintain all appropriate licenses during the performance of this Agreement;
- C. It has expertise in the provision of Emergency Services as that term is defined in this Agreement;
- D. It carefully considered how the Emergency Services should be performed; and
- E. It fully understands the difficulties and restrictions attending the performance of the Emergency Services under this Agreement.

20. Validity

The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any of the other provisions of this Agreement.

21. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement will be subject to the jurisdiction of the County of Orange, California.

22. Entire Agreement

This Agreement supersedes any and all other agreements whether oral or written between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that any other agreement or modification of this Agreement will be effective only if executed in writing and signed by both City and Contractor.

23. Attorney's Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding will be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

24. Representatives and Notices

The City Manager or his designee will be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City called for by this Agreement except as otherwise expressly provided in this Agreement.

Bill Weston, will be the representative of Contractor for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of Contractor, called for by this Agreement except as otherwise expressly provided in this Agreement. All notices and written communications sent by one party to the other will be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

If to City:

City of La Habra
Attn: City Manager
110 East La Habra Boulevard
La Habra, CA 90631

If to Contractor:

Falck Mobile Health Corp.
dba Care Ambulance
Attn: Bill Weston
1517 W. Braden Court
Orange, CA 92868

The effective date of any written communications sent by one party to the other will be the date received if by personal service or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party.

25. Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event will not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor will any waiver constitute a continuing waiver.

26. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other Party.

27. Cooperation

Contractor must cooperate with the City and take all actions necessary to ensure that all terms and conditions and required performance levels, set forth in the Contract Documents are satisfied at all times throughout the Agreement Term.

28. Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

29. Amendment

This Agreement may be amended only by the written mutual consent of City and Contractor.

30. Additional Services

Contractor will not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services are approved in writing by City prior to Contractor performing the additional services. It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation, and any approvals from the City, will be barred and are unenforceable.

31. Counterparts

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts will be construed together and will constitute one Agreement.

32. Corporate Authority

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed with all formalities required by law on the respective dates set forth opposite their signatures.

Contractor
FALCIN MOBILE HEALTH CORP
DBA - CARE AMBULANCE SERVICE
a California Corporation

By: [Signature]

Its: REGIONAL MANAGING DIRECTOR

Dated: 11-18-2020

City
THE CITY OF LA HABRA
a Municipal Corporation

[Signature]
Jim Sadro, City Manager

Dated: 11/18/20

ATTEST

[Signature]
City Clerk 11/18/2020

Exhibit A

Tier One				
	Year 1	Year 2	Year 3	Year 4
	7/2020 - 6/2021	7/2021 - 6/2022	7/2022 - 6/2023	7/2023 - 6/2024
Annual Costs	\$1,233,408	\$1,270,410	\$1,308,522	\$ 1,347,778
Monthly Costs	\$102,784	\$105,868	\$109,044	\$112,315
Tier Two				
	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance

Billing Services

In consideration of Contractor conducting ambulance billing services on behalf of the City, Contractor shall assess a monthly fee of 6.5% of the total amount collected by Contractor.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Falck Mobile Health Corp dba Care Ambulance 1517 West Braden Court Orange, CA 92868	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, where required by written contract and Auto Liability, as required by written and executed contract policies shall be be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured(s),

Waiver of Subrogation applies in favor of the City and LACoFD and their respective officers, officials, employees, and agents with respects to Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FALCK USA, Inc.
Endorsement Effective Date: October 1, 2020

SCHEDULE

Name Of Person(s) Or Organization(s): Where required by written contract executed prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverys Specialty Insurance Company

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
005CA000027739	Falck USA, Inc.	10/01/2020 to 10/01/2021 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

- Entity Medical Professional Liability Coverage Part
- Commercial General Liability Coverage Part

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

A. Section II. Definition of Insured is amended to include as an additional INSURED any person(s) or organization(s) when YOU and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional INSURED on your POLICY. Such person(s) or organization(s) is an INSURED only with respect to liability arising out the activities as described within the contract by a NAMED INSURED and such person(s) or organization(s). However, the insurance afforded to such additional INSURED:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.

A person's or organization's status as an additional INSURED under this endorsement ends when their contract or agreement with YOU ends.

B. With respect to the insurance afforded to the additional INSUREDS, the following is added to Section III. Our Limit of Liability:

If coverage provided to the additional INSURED is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the DECLARATIONS; whichever is less.

This endorsement shall not increase the applicable Limit of Liability shown in the DECLARATIONS.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.

Sam Mezzich *Erin B. Bagley*

Sam Mezzich
President

Erin B. Bagley
Assistant Secretary



Coverys Specialty Insurance Company

CHANGE ENDORSEMENT

Policy Number:	Named Insured:	Policy Period:	Effective Date of Change:
005CA000027739	Falck USA, Inc.	10/01/2020 to 10/01/2021	10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that the following revision(s) have been made to the above referenced policy:

MAN 005 Additional Insured Primary and Non-Contributory is amended to include all entities as required by contract (blanket endorsement)

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.

Sam Mezzich
President

Erin B. Bagley
Assistant Secretary

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: October 1, 2020
Insured: Falck USA, Inc.

Policy No.
RWD3000955-05

Endorsement No.
Premium Included

Insurance Company: XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

**AMENDMENT NO. 1 TO AGREEMENT FOR
EMS EMERGENCY TRANSPORTATION SERVICES**

This Amendment No. 1 (“Amendment”) to the Agreement for EMS Emergency Transportation Services is made and entered into effective on January 30, 2024, by and between the City of La Habra, a Municipal Corporation (“City”) and Falck Mobile Health Corp, dba Care Ambulance Service, Inc., (“Contractor”).

A. Recitals.

(i). The City and Contractor entered into an Agreement for ambulance services effective December 1, 2020 (“Agreement”); and

(ii). The parties desire to amend the Agreement to change the location where Contractor will house ambulance service operations; and

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Effective January 1, 2024, all references in the Agreement to Fire Station 193 will be replaced with reference to the City’s Ambulance Operations Facility, located at 1000 West Risner Way, La Habra, CA.

2. Section (F)(8) “Use of City Facilities” is hereby added to the Agreement as follows:


Contractor will be responsible for damages, arising out of its performance of the Agreement, to all City-owned equipment and facilities. All equipment and facilities used in the performance of the Agreement, except those listed in Attachment 1 to this Amendment, are owned by the City. Contractor shall be responsible for repairing and/or replacing all City equipment and facilities damaged or destroyed by Contractor upon the request of the City or termination or expiration of the Agreement.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.


4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties have caused Amendment No. 1 to the Agreement to be executed as of the day and year first above written.

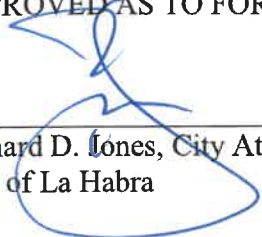
Falck Mobile Health Corporation, DBA
Care Ambulance Service, Inc.

By: 
Name: Vishal Raj
Title: MANAGING DIRECTOR O.C.

CITY OF LA HABRA

By: 
Jim Sadro, City Manager

APPROVED AS TO FORM:


Richard D. Jones, City Attorney
City of La Habra

Date: 2.26.24

ATTEST:

Rhonda J. Barone
Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: 2/26/2024

ATTACHMENT 1
Schedule of Contractor's Equipment



Schedule 6 – La Habra
 Ambulance Operations Equipment, Furniture & Furnishings

2/19/2024

Falck Mobile Health
 Equipment, Furniture, and Furnishings

Ambulance Operations
 1000 W Risner Way La Habra Ca

Owner	Item	Make	Model #	Location	Condition	Age
Falck	Mattress -Twin			Sleep Room 1	New	New
Falck	Mattress - Twin			Sleep Room 2	New	New
Falck	Chair			Sleep Room 1	New	New
Falck	Chair			Sleep Room 2	New	New
Falck	40-inch TV			Sleep Room 1	New	New
Falck	40-inch TV			Sleep Room 2	New	New
Falck	Recliner			Common Area	New	New
Falck	Recliner			Common Area	New	New
Falck	Coffee Table			Common Area	New	New
Falck	TV Tray			Common Area	New	New
Falck	TV Tray			Common Area	New	New
Falck	56-inch TV			Common Area	New	New
Falck	TV Stand			Common Area	New	New

**AMENDMENT NO. 2 TO AGREEMENT FOR
EMS EMERGENCY TRANSPORTATION SERVICES**

This Amendment No. 2 (“Amendment”) to the Agreement for EMS Emergency Transportation Services is made and entered into effective on November ____, 2024, by and between the City of La Habra, a Municipal Corporation (“City”) and Falck Mobile Health Corp, dba Care Ambulance Service, Inc., (“Contractor”).

A. Recitals.

(i). The City and Contractor entered into an Agreement for ambulance services effective December 1, 2020 (“Agreement”); and

(ii). The parties desire to amend the Agreement to change the term of the agreement and change the rates in Exhibit A.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 4. Term is amended as follows:

B. Initial Term.

This Agreement is for an initial term beginning on the Effective Date and ending on June 30, 2025. Contractor will start providing the Emergency Services beginning at 12:00:01 a.m. on December 1, 2020, and ending at midnight on June 30, 2025 (the “Initial Term”). The contract will automatically expire at the end of the Initial Term unless extended as provided below.

C. Extension.

Upon the mutual written agreement of the parties, the term of this Agreement may be extended for up to an additional three (3), one (1) year periods, Successful past performance during the Initial Term will be a critical factor in the decision to grant an extension. The City decision to either grant or deny an extension(s) will be final. At the end of the Initial Term, or contract extension term(s), if granted, this Agreement will automatically terminate (the Initial Term together with any contract extension will hereinafter be jointly referred to as the “Term”). The City Manager is authorized to execute extensions of the term of this Agreement.

2. Exhibit A attached hereto has been amended to set annual and monthly rates

for Fiscal Years 2024-2025, 2025-2026, 2026-2027, and 2027-2028.

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties have caused Amendment No. 2 to the Agreement to be executed as of the day and year first above written.

Falck Mobile Health Corporation, DBA
Care Ambulance Service, Inc.

By:

 [insert name, title]

Date: _____

CITY OF LA HABRA

By:

 Jim Sadro, City Manager (or
 Designee)
 City of La Habra

Date: _____

APPROVED AS TO FORM:

Richard D. Jones, City Attorney
City of La Habra

Date: _____

ATTEST:

Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: _____

Exhibit A

Tier One				
INITIAL TERM	12/01/20 – 06/30/21	07/01/21 – 06/30/22	07/01/22 – 06/30/23	07/01/23 – 06/30/25
Fiscal Year Costs	\$1,233,408	\$1,270,410	\$1,308,522	\$1,347,778
Monthly Costs	\$102,784	\$105,868	\$109,044	\$112,315
Tier Two				
	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance

Tier One			
EXTENSION TERMS	07/01/25 – 06/30/26	07/01/26 – 06/30/27	07/01/27– 06/30/28
Fiscal Year Costs	\$1,401,689	\$1,443,740	\$1,487,052
Monthly Costs	\$116,807	\$120,312	\$123,921
Tier Two			
	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance	\$100 per Quarter hour or fraction thereof per deployed ambulance

Billing Services

In consideration of Contractor conducting ambulance billing services on behalf of the City, Contractor shall assess a monthly fee of 6.5% of the total amount collected by Contractor.



MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Kelly Fujio, Director of Community Services

**SUBJECT: APPROVE AGREEMENT WITH MDJ MANAGEMENT, LLC. FOR EMERGENCY
ROOF BEAM REPAIRS AT THE CITY OF LA HABRA CHILD DEVELOPMENT
MAIN OFFICE**

RECOMMENDATION:

That the City Council:

A. Approve the waiver of the competitive bidding process per La Habra Municipal Code Section 4.20.070 (A) in case of an emergency as determined by the City Manager;

B. Authorize the City Manager to execute an agreement for the City of La Habra Child Development Main Office Roof Improvements with MDJ Management, LLC., and authorize staff to issue a purchase order to MDJ Management, LLC, in an amount not to exceed \$44,500; and,

C. Approve an appropriation of up to \$44,500 from the California State Preschool Contract Grant Fund.

DISCUSSION:

Due to back to back heavy rainfall experienced in La Habra over the past two years, there was substantial damage to the roof at the La Habra Child Development Main Office building, which required extensive repairs. The 40 year old building underwent significant renovations when it was acquired in the mid-2000's to become the Child Development Main Office. In order to accommodate the use of this older structure as classrooms to serve children, the City converted the two-story building into classroom spaces and several separate areas to accommodate up to 18 work spaces for La Habra Child Development Division staff. Over the past 13 years this site has serviced various state-funded child care programs and onsite classrooms. Considering its constant use and underlying age, the building has experienced both normal wear and significant structural issues due to its age and original construction. During the recent roof replacement project, contractors found compromised roof beams that have contributed to extensive water leaks, a partial ceiling collapse and wood damage. While the existing roofing was repaired or replaced earlier this year, the support beams are structurally compromised and deteriorated and must be replaced. In addition to replacing the beams, interior damage remediation must occur to ensure the classroom and work spaces are in sound condition and safe for children, parents and staff.

Under guidance from the Orange County Community Care Licensing division, all children and teachers have been relocated to other classroom facilities in the City until repairs can be completed and instruction can be safely resumed at the Main Office location. The relocation of students and teachers is a temporary solution that the Child Development Division cannot sustain past the current school year. The division's funding is contingent on a certain number of children enrolled in programs, and program reimbursement is provided based on the actual number of children in attendance. The continued closure of the Main Office location will not allow the City sufficient classroom space to provide full-day child care and educational services to its maximum capacity, and the program will not be able to earn its full contract reimbursement. Due to the emergency nature of this repair, and in compliance with La Habra Municipal Code Section 4.20.070 (A), the City has been able to expedite the bidding process and the City of La Habra Engineering Division has obtained emergency proposals for the repairs. Based on the pricing that was received, staff recommends awarding a contract to MDJ Management, LLC (MDJ) for the project.

If approved, damage repair and beam installation will be undertaken by MDJ Management, LLC. The scope of work for the beam installation estimates that primary repairs will be completed in five days from the start of work. This would include the removal and discarding of any existing damaged materials and the removal of existing electrical components to be set aside for re-installation or replacement, the removal of abandoned HVAC ducting, the removal of abandoned electrical conduits, and the installation of new electrical wires, flexible conduits, and fire alarm wires in the roof and ceiling areas being repaired. MDJ Management, LLC will then install 4'X14' beams per plan.

The cost of this emergency project is estimated at \$33,500 and the project will be fully funded through Child Development grants from the State of California. In preparation for this work, engineering staff have identified two potential issues that may need to be addressed during the project, including the potential removal and replacement or relocation of water and utility lines, but the need for this additional work will not be certain until the beam project begins and all of the utility lines located and exposed. In the event that this additional work becomes necessary, staff estimates the cost will be approximately \$11,000, making the total cost of the project \$44,500. All work will be completed in a substantial and workman like manner according to standard practices in an amount not to exceed \$44,500.

FISCAL IMPACT/SOURCE OF FUNDING:

All Child Development Division funding is provided through State grants through the Department of Education and Department of Social Services. The cost of the roof beam replacement is estimated at \$33,500 and, when combined with potential additional work, will not exceed \$44,500. The State has approved the initial project cost of \$33,500 for the beam replacement, but staff is requesting that City Council approve a total project budget appropriation and purchase order in an amount not to exceed \$44,500. If additional work is found to be necessary once the project commences, staff will seek the necessary additional funding from the State before any additional work is undertaken. All program costs for this project are reimbursed through the contracts and these programs do not receive General Fund support.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

This contract is consistent with the following areas of the General Plan:

- Goal CI 5.1 Programs for Youth
- Goal CI 5.2 Programs for Families

It is also consistent with the following City Council FY 23/24 Goals & Objectives:

- Goal 3 - Maintenance and Improvement of City Infrastructure
- Objective B - Maintain and upgrade City buildings, facilities, and parks

Attachments

- MDJ Agreement
- MDJ Beam Installation, EPAR, Agreement, & Cost Allocation



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Childcare Center Interior Beams
Location: 215 N. Euclid Street
Customer: City of La Habra

Submission Date: 9/23/24

Detailed Scope of Work

Beam Installation

- Removal of existing abandoned spline ceiling supports only in bays affected
- Removal of old abandoned HVAC ducting in bays affected
- Removal of old abandoned electrical rigid conduit in bays affected
- Safely lower and set aside all existing electrical wires, flexible conduit, fire alarm wires, ... in bays affected
- Disconnect and save for reinstallation of existing HVAC ducting in bays affected
- Removal and save all bridging members in bays affected
- Installation of 4x14 beams per plans provided. All requirements noted on plans will be met, including all construction notes and general notes.
 - Beams to be S4S Grade 1 or better
 - Certificates to be provided
 - Installation of screws and bolts per plans
- Reinstall bridging per plans
- Reinstall HVAC ducting
- Reinstall wooden bracing for steel parapet support and wooden bracing for roof plumbing drains.

Notes:

- 5 working days to complete scope of work
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- MDJ to supply executed construction contract, payment and performance bonds, and insurance certificates. 5% Retention on construction contract.
- All work to be performed per plans provided
 - 8/16/24 marked "Bidding Purposes Only" Approved plans to be picked up at B&S, same as "Bidding Purposes only" set.
- Building and safety permit is required
 - Permit fees to be no more than \$11.38
 - MDJ to pull permit and satisfy all requirements needed to obtain building permit.

- Price includes all labor (**Normal Working Hours - Prevailing Wage**), materials, equipment to complete this scope of work.
- Construction Exclusions:
 - Existing copper water lines (3 in total) to remain in place
 - If beams cannot be installed with water lines in place an additional cost to be incurred to remove water lines and reinstall after beam installation
 - **Cost: \$3,000**
 - Utility Adjustments/ Relocation/ Modification and/or work necessary to fit beams as noted on plans: on a as needed basis.
 - **Cost: \$8,000 as needed**
 - Shall be approved by engineer before proceeding

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- Plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above to be paid for by client
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
 - Any such change and/or delete to be submitted in writing and must be approved by the city engineer
- All terms to be net 30 days in full upon receipt of invoice.

Lump Sum: \$33,500

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **\$33,500**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for ninety (90) days only.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

NOTE: EESD approval required prior to incurring costs.
 in excess of \$7,500. Private agencies are required to obtain and
 submit documentation of at least three bids for a purchase in excess
 of \$5,000.

EQUIPMENT PURCHASE APPROVAL REQUEST

PART I SPECIAL NOTE: Object Classification 6400 - Equipment and Object Classification 6500 - Equipment Replacement - The contractor listed below must apply for approval to use Child Development contract funds to purchase items of equipment, with a cost per item exceeding the limit specified in the Funding Terms and Conditions.

CONTRACTOR City of La Habra	ADDRESS 215 N. Euclid	CITY La Habra	ZIP CODE 90631
CONTACT PERSON Johanna Perez	TELEPHONE (562)383-4270	CONTRACT TYPE CSPP	VENDOR NUMBER 2183

PART I - DESCRIPTION OF EQUIPMENT (Identify types of equipment proposed for purchase.)

QUANTITY	ITEM	ITEM COST	TOTAL COST	ITEM PLACEMENT (SITE ADDRESS)	ESTIMATED USEFUL LIFE EXPECTANCY	JUSTIFICATION ATTACHED
1	Classroom Beam Installation	\$ 33,500	\$ 33,500	215 N. Euclid, La Habra, CA 90631	1 YEARS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART II - CERTIFICATION

I hereby certify that the above information is true and correct to the best of my knowledge. I also agree to abide by Funding Terms and Conditions requirements with regards to the title, use, disposition, and retention of equipment purchased with child care contract funds provide by the California Department of Education.

SIGNATURE OF BOARD PRESIDENT OR DESIGNEE <i>Johanna Perez</i>	TITLE Executive Director	DATE 10/2/2024
--	------------------------------------	--------------------------

PART III - FOR CDD USE ONLY

EESD receipt date: <u>10/15/2024</u>	COMMENTS City of La Habra is approved for \$33,500 in CSPP Funds in FY 24-25 for a beam installation in a classroom at the Euclid Ave location. A justification letter and one quote has been provided. One quote was provided as the selected vendor was selected by the city and the agency is following internal city procurements due to the urgency of the repair.
Contractor notification date: <u>10/16/2024</u>	
CONSULTANT RECOMMENDATION	
Requested \$ <u>33,500</u> Approved \$ <u>33,500</u>	CONSULTANT <i>Erica Vega</i>
Fiscal Year 20 <u>24/25</u>	DATE 10/15/2024
Year-to-Date Balance: \$ <u>38,163</u>	ADMINISTRATOR <i>Linda Morales</i>
	DATE 10/16/2024

Distribution: Original: Contractor, copies to Child Development Audits, Fiscal Analyst, EESD Consultant, and Contractor file.



City of La Habra

CHILD DEVELOPMENT DIVISION

“A Caring Community”

215 N. Euclid Street
La Habra, CA 90631

La Habra, CA 90633-0785

Office: (562) 383-4270
Fax: (562) 383-4474

October 2, 2024

Dr. Sandra Flores, Ed.D

Child Development Consultant

California Department of Education (CDE)

Early Education Division (EED)

Program Quality Implementation Office (PQI)

Southern California

Cell # (916) 906-5792 *SFlores@cde.ca.gov

RE: Request for Approval for Classroom Beam Installation

Hello Sandra,

The City of La Habra Child Development Division requests your approval to complete the following project at the City of La Habra **Child Development Center (MAIN)**. **Site Address: 215 N. Euclid, La Habra, CA 90631**

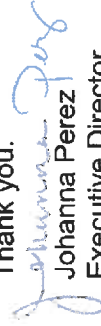
Project: Classroom Beam Installation

Justification: Removing the defective beam and installing the new beam in the classroom are required due to previous water damage at the downstairs 215 N. Euclid Main site. The city has noted the removal of abandoned spline ceiling supports in affected bays, which requires immediate repair. Children and staff have been relocated, and we are awaiting the completion of this project. To repair damages, beam installation will be handled by MDJ Management, LLC. The scope of work will be the removal of old abandoned HVAC ducting in affected bays and removing old electrical rigid conduits in affected bays by safely setting aside electrical wires, flexible conduits, and fire alarm wires in affected bay areas. MDJ Management, LLC will adequately install 4X14 beams per plans and following construction notes. The estimated cost for the CSPP apportionment would be 100%, for approximately **\$37,500**. The damaged beams must be replaced to ensure a safe space for children, families, and staff.

Procurement policies and procedures for the City of La Habra will be adhered to when purchasing the above items. This did not go out to bid as this situation requires immediate emergency repair.

Please let me know if you need anything else to process this request or if you need to speak to me regarding these projects; you may contact me at (562) 383-4270.

I am looking forward to your favorable response regarding these projects.
Thank you.


Johanna Perez
Executive Director

City of La Habra Child Development

24-25

La Habra Child Development

Cost Allocation for IDS GROUP

Site Name Location: MAIN 215 N. Euclid, La Habra CA 90631

Main Office Beam Installation			
	Total	CTTR Acct: 138151 0%	CSPP Acct: 138254 100%
IDS GROUP: Scope of Work - To repair damages, beam installation will be handled by MDJ Management, LLC. Removing the defective beam and installing the new beam in the classroom. The scope of work will be the removal of old abandoned HVAC ducting in affected bays and removing old electrical rigid conduits in affected bays by safely setting aside electrical wires, flexible conduits, and fire alarm wires in affected bay areas. MDJ Management, LLC will adequately install 4X14 beams per plans and following construction notes.	\$33,500.00	\$0.00	\$33,500.00
0% Contingency	\$0	\$0.00	\$0.00
Grand Total	\$33,500.00	\$0.00	\$33,500.00



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Childcare Center Interior Beams
Location: 215 N. Euclid Street
Customer: City of La Habra

Submission Date: 9/23/24

Detailed Scope of Work

Beam Installation

- Removal of existing abandoned spline ceiling supports only in bays affected
- Removal of old abandoned HVAC ducting in bays affected
- Removal of old abandoned electrical rigid conduit in bays affected
- Safely lower and set aside all existing electrical wires, flexible conduit, fire alarm wires, ... in bays affected
- Disconnect and save for reinstallation of existing HVAC ducting in bays affected
- Removal and save all bridging members in bays affected
- Installation of 4x14 beams per plans provided. All requirements noted on plans will be met, including all construction notes and general notes.
 - Beams to be S4S Grade 1 or better
 - Certificates to be provided
 - Installation of screws and bolts per plans
- Reinstall bridging per plans
- Reinstall HVAC ducting
- Reinstall wooden bracing for steel parapet support and wooden bracing for roof plumbing drains.

Notes:

- 5 working days to complete scope of work
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- MDJ to supply executed construction contract, payment and performance bonds, and insurance certificates. 5% Retention on construction contract.
- All work to be performed per plans provided
 - 8/16/24 marked "Bidding Purposes Only" Approved plans to be picked up at B&S, same as "Bidding Purposes only" set.
- Building and safety permit is required
 - Permit fees to be no more than \$11.38
 - MDJ to pull permit and satisfy all requirements needed to obtain building permit.

- Price includes all labor (Normal Working Hours - Prevailing Wage), materials, equipment to complete this scope of work.
- Construction Exclusions:
 - Existing copper water lines (3 in total) to remain in place
 - If beams cannot be installed with water lines in place an additional cost to be incurred to remove water lines and reinstall after beam installation
 - **Cost: \$3,000**
 - Utility Adjustments/ Relocation/ Modification and/or work necessary to fit beams as noted on plans: on a as needed basis.
 - **Cost: \$8,000 as needed**
 - Shall be approved by engineer before proceeding

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- Plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above to be paid for by client
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
 - Any such change and/or delete to be submitted in writing and must be approved by the city engineer
- All terms to be net 30 days in full upon receipt of invoice.

Lump Sum: \$33,500

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **\$33,500**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for ninety (90) days only.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Johanna Perez

From: Andrew Luna
Sent: Thursday, September 26, 2024 11:09 AM
To: Johanna Perez
Subject: Child Development Center roof joist beam repair
Attachments: Updated 9.24.24 La Habra Childcare Center Interior Beams DSOW.pdf

Hi Johanna,

MDJ is very qualified B license contractor that the City is familiar working with and has done structural work for us with no issues. He meets all structural requirements as required by structural engineer. He also has the tradesmen to handle any other utility relocation issues that arise. The City if familiar with his work product and would like him to do the structural work on this job. He also is frequently doing this type of work as his primary focus is City work with restoration of buildings.

Project Breakdown.

1. \$33,500 - for the beam sistering (5 Beams are needed)
2. \$3,000 - Remove and Reset copper Water Lines (as needed)
3. \$8,000 – For utility adjustments and resetting of anything blocking beam access (as needed).

Total contract amount \$44,500.

Regards,

Andrew Luna, P.E.

Associate Civil Engineer

Public Works Department | Engineering Division

City of La Habra | 110 E. La Habra Blvd. | La Habra, CA 90631

anluna@lahabracal.gov | www.lahabracal.gov

Office: 562-383-4156





City of
LA HABRA
City Council Agenda Report

Consent
Item No. 8.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Mel Shannon, Director of Finance

SUBJECT: WARRANTS: APPROVE NOS. 00145315 THROUGH 00145317 TOTALING \$82,953.87; AND NOS.1079 THROUGH 1250 TOTALING \$3,497,790.93; AND APPROVE WIRE TRANSFERS DATED 10/24/2024, TOTALING \$1,657,432.50

RECOMMENDATION:

That the City Council approve Nos.00145315 through 00145317 totaling \$82,953.87; and approve Nos.1079 through 1250 totaling \$3,497,790.93; and approve Wire Transfers dated 10/24/2024, totaling \$1,657,432.50.

Attachments

Warrants
Tyler Warrants/Wire Transfers

Warrant Register: 11/4/2024

City of La Habra
 THU, OCT 24, 2024, 4:41 PM --req: ELIZABETH--leg: CL JL--loc: FINANCE--job: 668384 #J3736----prog: CK520 <1.7 >--report id: CKRECSLH
 REGISTER OF PREISSUED WARRANTS/AUDITED DEMANDS
 Page 1

SELECT Check ID's & Numbers: GN00145315-GN00145317

CHECK Invoice	CK DATE	TYPE	Intv Date	PE-ID	PO #	PO Date	Description	Vendor Name	GL Account #	JL Account #	Amount
GN00145315 0087548	10/24/24	MW	08/19/24	V61983	V61983		MIG INC PROF SVCS-LA HABRA BLVD		152151-7739 Gen Cap Projects Prof Service	53602-7739 LH Blvd Plan Upd Prof Services	58,518.87
Check Totals:											
GN00145316 24-001197	10/24/24	MW	07/01/24	V9944	V9944		CARE AMBULANCE SERVICE 5/24 SURGE UNIT RATE		127451-7739 Ambulance Prof Service		10,200.00
24-001222	07/24/24						6/24 SURGE UNIT		127451-7739 Ambulance Prof Service		14,100.00
Check Totals:											
GN00145317 1004535	10/24/24	MW	06/28/24	V46560	V46560		PASCO DOORS REPAIR MAIN LOBBY DOOR-BAL		142111-7433 Facility Maint Rep/Maint-Facilit		24,300.00
Check Totals:											
GRAND TOTAL											82,953.87

File Total: \$ 82,953.87 (1) Signature: _____
 Prepaid Total: \$ 82,953.87 (2) Signature: _____
 Total Due: \$ - Date Approved: _____



City of La Habra

City of La Habra

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
801-0924		09/30/2024	101524A	163.96	10/30/2024	INV	REPAIRS- #801
CHECK DATE: 10/15/2024			1087			PD	
806-0924		09/30/2024	101524A	10.15	10/30/2024	INV	REPAIRS - #806
CHECK DATE: 10/15/2024			1087			PD	
809-0924		09/30/2024	101524A	68.14	10/30/2024	INV	REPAIRS - #809
CHECK DATE: 10/15/2024			1087			PD	
825-0924		09/30/2024	101524A	45.37	10/30/2024	INV	REPAIRS - #825
CHECK DATE: 10/15/2024			1087			PD	
835-0924		09/30/2024	101524A	32.44	10/30/2024	INV	REPAIRS - #835
CHECK DATE: 10/15/2024			1087			PD	
838-0924		09/30/2024	101524A	311.25	10/30/2024	INV	REPAIRS - #838
CHECK DATE: 10/15/2024			1087			PD	
843-0924		09/30/2024	101524A	78.97	10/30/2024	INV	REPAIRS - #843
CHECK DATE: 10/15/2024			1087			PD	
WATER SEPT 2024		09/30/2024	101524A	757.99	10/30/2024	INV	MISC SUPPLIES-WATER DEPT
CHECK DATE: 10/15/2024			1087			PD	
100442 CINTAS CORPORATION				1,468.27			
12655012-0924		09/30/2024	101524A	971.71	10/30/2024	INV	UNIFORMS AND MATS
CHECK DATE: 10/15/2024			1088			PD	
100494 COMLOCK SECURITY GROUP							
851703		09/20/2024	101524A	478.26	10/20/2024	INV	KICK PLATES (2) - #809
CHECK DATE: 10/15/2024			1089			PD	
100527 CORELOGIC SOLUTIONS INC							
(82223806)		09/30/2024	101524A	308.33	10/30/2024	INV	9/24 REALQUEST
CHECK DATE: 10/15/2024			1090			PD	
102490 COUNTY OF ORANGE							
Z2553736		08/20/2024	101524A	34.33	09/19/2024	INV	7/24 ACTIVITY REPORT-PERM
CHECK DATE: 10/15/2024			1091			PD	
100687 EDISON CO							
700075962461-0924		09/26/2024	101524A	1,638.92	10/16/2024	INV	SPRINKLERS - 8/27/24-9/25
CHECK DATE: 10/15/2024			1092			PD	
700142702101-0924		10/03/2024	101524A	641.70	10/23/2024	INV	PARKS; 8/8/24-9/29/24
CHECK DATE: 10/15/2024			1092			PD	
700144136693-0924		09/27/2024	101524A	28,524.64	10/17/2024	INV	VARIOUS BLDGS- #806,809,
CHECK DATE: 10/15/2024			1092			PD	
700451827155-0924		09/30/2024	101524A	1,127.87	10/21/2024	INV	2251 E BROOKDALE AVE - ES
CHECK DATE: 10/15/2024			1092			PD	
700495242537-0924		10/01/2024	101524A	16.73	10/21/2024	INV	304 E. IMPERIAL PED
CHECK DATE: 10/15/2024			1092			PD	
700571855056-0924		10/01/2024	101524A	1,257.65	10/21/2024	INV	GENERAL BUILDINGS
CHECK DATE: 10/15/2024			1092			PD	
700627857806-0924		09/27/2024	101524A	80.80	10/17/2024	INV	735 5TH AVE PED- CORONA P
CHECK DATE: 10/15/2024			1092			PD	



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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33,288.31

100774	FIVE STAR FIRE PROTECTION INC								
72315	CHECK DATE: 10/15/2024	10/10/2024	101524A	1093	1,748.28	11/09/2024	INV	PD	SEMI ANNUAL - #835, 838
100819	FULLER ENGINEERING INC								
152027	CHECK DATE: 10/15/2024	10/03/2024	101524A	1094	126.44	11/02/2024	INV	PD	CHLORINE
152079	CHECK DATE: 10/15/2024	10/10/2024	101524A	1094	126.44	11/09/2024	INV	PD	CHLORINE
					252.88				
100940	HALO BRANDED SOLUTIONS								
7606447	CHECK DATE: 10/15/2024	09/11/2024	101524A	1095	1,040.08	10/11/2024	INV	PD	PENS WITH CITY LOGO
101000	HOME DEPOT/GEFC								
4874316	CHECK DATE: 10/15/2024	07/01/2024	101524A	1096	1,039.33	07/31/2024	INV	PD	BUILDING MATERIALS
101046	IMPRIVATA INC								
14986	CHECK DATE: 10/15/2024	06/21/2024	101524A	1097	18,645.00	11/02/2024	INV	PD	ANNUAL SECURELINK LICENSE
101055	INFORMATION MANAGEMENT TECHNOLOGY INC								
LH-2024-08	250067	08/13/2024	101524A	1098	3,000.00	09/12/2024	INV	PD	PAYROLL SYSTEM SUPPORT SE
LH-2024-09	250067	09/28/2024	101524A	1098	3,000.00	10/28/2024	INV	PD	PAYROLL SYSTEM SUPPORT SE
					6,000.00				
101089	WATER INC								
10008	CHECK DATE: 10/15/2024	10/01/2024	101524A	1099	1,000.00	10/31/2024	INV	PD	DIGALERT SUPPORT SERVICE
101234	LADY BUGS ENVIRONMENTAL TERMITE & PEST								
155641	CHECK DATE: 10/15/2024	10/03/2024	101524A	1100	495.00	11/02/2024	INV	PD	BEE REMOVAL-CITY YARD
102497	LIFEVAC LLC								
217022	CHECK DATE: 10/15/2024	08/23/2024	101524A	1101	4,157.15	09/22/2024	INV	PD	EMS KIT
101307	LOS ANGELES COUNTY FIRE DEPT								



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INVOICE #	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
C0012441	250017	10/02/2024	1102	1,202,100.85	11/07/2024	INV PD	11/2024 FIRE PROTECTION S
102469 LUCAS BUILDERS INC							
Billing 7	250048	10/07/2024	1103	9,000.00	11/06/2024	INV PD	EUCLID WATER MAIN REPLACE
CHECK DATE: 10/15/2024							
101323 LUNA CONSTRUCTION							
1368		10/02/2024	1104	5,875.00	11/01/2024	INV PD	DRYWALL INSTALLATION-PD #
CHECK DATE: 10/15/2024							
102501 MICHAEL SULLIVAN & ASSOCIATES LLP							
1229372	250076	10/07/2024	1105	796.50	11/13/2024	INV PD	HR PROFESSIONAL LEGAL SER
CHECK DATE: 10/15/2024							
101604 ORANGE COUNTY SANITATION DISTRICT							
09302024		09/30/2024	1106	8,133.68	10/30/2024	INV PD	MONTHLY OC SANITATION FE
CHECK DATE: 10/15/2024							
102499 R3 PAINTING							
202421-1		10/02/2024	1107	10,525.00	11/01/2024	INV PD	PAINTING LOBBY, DOORS AND
CHECK DATE: 10/15/2024							
101865 RPW SERVICES INC							
41368		09/24/2024	1108	170.00	10/24/2024	INV PD	GOPHER CONTROL SERVICE
CHECK DATE: 10/15/2024							
101873 S & J SUPPLY CO INC							
S100238919.001		10/04/2024	1109	3,431.35	11/03/2024	INV PD	CLAMPS, COPPER PIPE, NUTS
CHECK DATE: 10/15/2024							
S100239244.011		10/09/2024	1109	1,546.17	11/08/2024	INV PD	PRV REPAIR
CHECK DATE: 10/15/2024							
101931 SCHRIMMER-CAVANAGH INSURANCE AGENCY							
AIG LHCD		09/24/2024	1110	2,228.15	10/24/2024	INV PD	ACCIDENT & HEALTH INS. FO
CHECK DATE: 10/15/2024							
101958 SHELTERCLEAN INC							
782491		07/31/2024	1111	782.00	08/30/2024	INV PD	7/24 BUS SHELTER MAINTENA
CHECK DATE: 10/15/2024							
784954		08/31/2024	1112	782.00	09/30/2024	INV PD	8/24 BUS SHELTER MAINTENA
CHECK DATE: 10/15/2024							
101983 SMART & FINAL							

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INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	ST'S	INVOICE DESCRIPTION
004111		09/20/2024	101524A	1113	209.42	10/20/2024	INV	PD	SUPPLIES- SENIOR DANCE 9/
	CHECK DATE: 10/15/2024								
187133		09/21/2024	101524A	1113	289.77	10/21/2024	INV	PD	SENIOR DANCE 09/22/24
	CHECK DATE: 10/15/2024								
636255		09/22/2024	101524A	1113	182.75	10/22/2024	INV	PD	REC SUPPLIES
	CHECK DATE: 10/15/2024								
					681.94				
102011	SOUTHERN CALIFORNIA NEWS GROUP								
0000601120		10/09/2024	101524A	1114	1,235.10	11/08/2024	INV	PD	ADVERTISING-EUCLID ST REH
	CHECK DATE: 10/15/2024								
102037	STAPLES ADVANTAGE								
6011646592		09/11/2024	101524A	1115	375.55	10/11/2024	INV	PD	OFFICE SUPPLIES
	CHECK DATE: 10/15/2024								
6012848830		09/26/2024	101524A	1115	106.70	10/26/2024	INV	PD	OFFICE SUPPLIES
	CHECK DATE: 10/15/2024								
6014049443		10/09/2024	101524A	1115	41.30	11/08/2024	INV	PD	OFFICE SUPPLIES
	CHECK DATE: 10/15/2024								
					523.55				
102127	THE HOME DEPOT PRO								
828699371		10/03/2024	101524A	1116	2,030.82	11/02/2024	INV	PD	JANITORIAL SUPPLIES
	CHECK DATE: 10/15/2024								
102150	TK ELEVATOR CORP								
3008152566		10/01/2024	101524A	1117	1,153.87	10/31/2024	INV	PD	GOLD - FULL MAINTENANCE 1
	CHECK DATE: 10/15/2024								
102154	TOM'S PLUMBING AND DRAIN SERVICE								
64060		09/30/2024	101524A	1118	450.00	10/30/2024	INV	PD	PLUMBING REPAIRS - #835
	CHECK DATE: 10/15/2024								
64065		10/01/2024	101524A	1118	450.00	10/31/2024	INV	PD	REPAIR DRINKING FOUNTAIN
	CHECK DATE: 10/15/2024								
					900.00				
102177	TRANSPORTATION CONCEPTS								
709-09-2024		10/01/2024	101524A	1119	12,370.73	10/31/2024	INV	PD	SEPT 2024 SENIOR SHUTTLE
	CHECK DATE: 10/15/2024								
102222	UNIVAR SOLUTIONS USA INC								
52452558		09/27/2024	101524A	1120	1,032.71	10/27/2024	INV	PD	CHLORINE
	CHECK DATE: 10/15/2024								
102245	VALVERDE CONSTRUCTION INC								
18073		09/27/2024	101524A	1121	3,732.54	10/27/2024	INV	PD	EMERGENCY LEAK REPAIR



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
18074	CHECK DATE: 10/15/2024	09/27/2024	101524A	1121	7,778.64	10/27/2024	INV	PD EMERGENCY LEAK REPAIR
18076	CHECK DATE: 10/15/2024	09/30/2024	101524A	1121	11,628.07	10/30/2024	INV	PD EMERGENCY LEAK REPAIR
8062	CHECK DATE: 10/15/2024	09/10/2024	101524A	1121	4,616.05	10/30/2024	INV	PD WATER LEAK REPAIR- PARK L
					27,755.30			
102266	VERTIV CORPORATION	09/11/2024	101524A	1122	3,998.86	10/11/2024	INV	PD LIEBERT UPS/ POWER /BETTE
13349219	CHECK DATE: 10/15/2024							
102498	CHALK SPINNER LLC	09/19/2024	101724A	1123	1,989.02	10/19/2024	INV	PD CLASSROOM SUPPLIES FOR CS
273507	CHECK DATE: 10/17/2024							
100499	COMMERCIAL RESOURCES TAX GROUP INC	09/09/2024	101724A	1124	3,085.22	10/09/2024	INV	PD OC SANIT DIST SEWER FEE R
022-171-25	CHECK DATE: 10/17/2024							
100776	FLAGSHIP DESIGN GROUP INC	10/09/2024	101724A	1125	370.22	11/08/2024	INV	PD LA HABRA ADMIN GREETING C
7149	CHECK DATE: 10/17/2024							
102422	PHANTOM PROJECTS EDUCATIONAL	07/16/2024	101724A	1126	120.00	08/15/2024	INV	PD FULL PAGE AD - ARTS GALA
3489	CHECK DATE: 10/17/2024							
3490	CHECK DATE: 10/17/2024				100.00	08/15/2024	INV	PD CENTERPIECE SPONSORSHIP -
					220.00			
102011	SOUTHERN CALIFORNIA NEWS GROUP	09/30/2024	101724A	1127	2,540.79	10/30/2024	INV	PD LEGAL NOTICE FOR AAP AMEN
601122	CHECK DATE: 10/17/2024							
102037	STAPLES ADVANTAGE	09/18/2024	101724A	1128	42.23	10/18/2024	INV	PD OFFICE SUPPLIES
6012303261	CHECK DATE: 10/17/2024							
102189	TRUE NORTH COMPLIANCE SERVICES INC	10/01/2024	101724A	1129	11,857.50	11/15/2024	INV	PD PLAN REVIEW, INSPECTIONS
24-09-03-002	CHECK DATE: 10/17/2024							
24-09-04-002	CHECK DATE: 10/17/2024				3,264.15	10/31/2024	INV	PD PLAN REVIEW, INSPECTION &



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INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102245	VALVERDE CONSTRUCTION INC				15,121.65				
3589	CHECK DATE: 10/17/2024	10/16/2024	101724A	1130	1,734.98	10/16/2024	INV	PD	AP Withholding: RETAINAG
100380	CASA ADELITA								
34	CHECK DATE: 10/22/2024	10/17/2024	102224A	1131	890.36	10/23/2024	INV	PD	BREAKFAST- COMMUNITY OPEN
100432	CHILD CARE CAREERS								
736456	CHECK DATE: 10/22/2024	08/30/2024	102224A	1132	3,053.50	09/29/2024	INV	PD	SUBSTITUTE TEACHER SERVIC
736457	CHECK DATE: 10/22/2024	08/30/2024	102224A	1132	1,338.00	09/29/2024	INV	PD	SUBSTITUTE TEACHER SERVIC
736458	CHECK DATE: 10/22/2024	08/30/2024	102224A	1132	1,006.43	09/29/2024	INV	PD	SUBSTITUTE TEACHER SERVIC
743798	CHECK DATE: 10/22/2024	09/27/2024	102224A	1132	790.80	10/27/2024	INV	PD	SUBSTITUTE TEACHER SERVIC
743799	CHECK DATE: 10/22/2024	09/27/2024	102224A	1132	1,006.43	10/27/2024	INV	PD	SUBSTITUTE TEACHER SERVIC
100546	COUNTY OF ORANGE				7,195.16				
018-010-23	CHECK DATE: 10/22/2024	10/15/2024	102224A	1133	4,548.70	11/14/2024	INV	PD	018-010-23 SEWER FEES
018-020-01	CHECK DATE: 10/22/2024	10/15/2024	102224A	1133	1,288.06	11/14/2024	INV	PD	018-020-01 SEWER FEES
022-063-28	CHECK DATE: 10/22/2024	10/15/2024	102224A	1133	3,541.06	11/14/2024	INV	PD	022-063-28 SEWER FEES
022-171-25	CHECK DATE: 10/22/2024	10/15/2024	102224A	1133	6,551.98	11/14/2024	INV	PD	022-171-25 SEWER FEES
298-042-17	CHECK DATE: 10/22/2024	10/15/2024	102224A	1133	1,633.36	11/14/2024	INV	PD	298-042-17 SEWER FEES
100559	CREATIVE PARTIES FOR KIDS				17,563.16				
12.07.24	TAMALE FEST	10/04/2024	102224A	1134	875.00	11/03/2024	INV	PD	50% DEPOSIT-TAMALE FEST-1
100687	EDISON CO								
700424628961-1024	CHECK DATE: 10/22/2024	10/08/2024	102224A	1135	1,934.68	11/28/2024	INV	PD	2300 W LAMBERT RD - OESTE
700502743869-1024	CHECK DATE: 10/22/2024	10/08/2024	102224A	1135	20,313.03	10/28/2024	INV	PD	110 E LA HABRA BLVD - #80
102503	EXPERT AUTO GLASS				22,247.71				



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INVOICE #	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
20714		09/19/2024	102224A	1136	1136	1136	678.99 10/19/2024 INV PD WINDSHIELD WITH ADAS SYST
CHECK DATE: 10/22/2024							
100881 GONZALEZ, ANDRES							
10/25/24		10/14/2024	102224A	1137	1137	1137	300.00 11/13/2024 INV PD MINI MONSTERS BASH DJ
CHECK DATE: 10/22/2024							
102509 INKOVATION INC							
24596		10/16/2024	102224A	1138	1138	1138	1,168.54 11/15/2024 INV PD PRINTING MILITARY BANNERS
CHECK DATE: 10/22/2024							
101106 JAMES COMPANY-2050							
2407-097022		07/11/2024	102224A	1139	1139	1139	145.01 08/10/2024 INV PD CSPP 1440 FD
CHECK DATE: 10/22/2024							
102426 JERRY BURGIN							
10072024		10/07/2024	102224A	1140	1140	1140	400.00 11/06/2024 INV PD BAND-SENIOR DANCE- 10.27.
CHECK DATE: 10/22/2024							
101147 KAPLAN COMPANIES INC							
0007020849		10/31/2024	102224A	1141	1141	1141	109.50 11/30/2024 INV PD CLASSROOM SUPPLIES 401 S
CHECK DATE: 10/22/2024							
101235 LAKESHORE LEARNING MATERIALS							
132174092524		09/25/2024	102224A	1142	1142	1142	906.72 10/25/2024 INV PD CLASSROOM SUPPLIES 401 S
CHECK DATE: 10/22/2024							
102407 PETE'S ROAD SERVICE							
24-0788008-00		09/26/2024	102224A	1143	1143	1143	680.39 10/26/2024 INV PD SERVICE TO UNIT 5129
CHECK DATE: 10/22/2024							
102398 SALINAS TIRES & WHEELS							
44265		09/26/2024	102224A	1144	1144	1144	621.28 10/26/2024 INV PD TIRES
CHECK DATE: 10/22/2024							
44455		10/01/2024	102224A	1144	1144	1144	784.78 10/31/2024 INV PD TIRES
CHECK DATE: 10/22/2024							
44555		10/04/2024	102224A	1144	1144	1144	316.61 11/03/2024 INV PD TIRES
CHECK DATE: 10/22/2024							
44556		10/04/2024	102224A	1144	1144	1144	200.00 11/03/2024 INV PD INSTALL SENSORS
CHECK DATE: 10/22/2024							
44583		10/04/2024	102224A	1144	1144	1144	599.20 11/03/2024 INV PD TIRES
CHECK DATE: 10/22/2024							
44961		10/14/2024	102224A	1144	1144	1144	323.59 11/13/2024 INV PD TIRES
CHECK DATE: 10/22/2024							
101989 SO CALIF GAS CO							

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INVOICE P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE STS	INVOICE DESCRIPTION
04081035042-1024 CHECK DATE: 10/22/2024	10/14/2024	102224A	14.30	11/01/2024	INV PD 106 E 1ST AVE- #846
06171006007-1024 CHECK DATE: 10/22/2024	10/10/2024	102224A	23.68	10/30/2024	INV PD 1100 W LAMBERT RD-SCOUT H
0617831226-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	33.31	10/31/2024	INV PD 1440 W WHITTIER BLVD - #8
0806099003-1024 CHECK DATE: 10/22/2024	10/14/2024	102224A	31.59	11/01/2024	INV PD 621 W LAMBERT RD- #809 (P
09120988002-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	20.14	10/31/2024	INV PD 211 E ERNA AVE - #803
09540988004-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	14.30	10/31/2024	INV PD 211 E ERNA AVE- #802
11641034654-1024 CHECK DATE: 10/22/2024	10/14/2024	102224A	14.30	11/01/2024	INV PD 211 S EUCLID\ST - #845
11841019398-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	19.05	10/31/2024	INV PD 500 GRANADA DR- #811
12691034008-1024 CHECK DATE: 10/22/2024	10/14/2024	102224A	23.83	11/01/2024	INV PD 301 S EUCLID ST- #825
12901034004-1024 CHECK DATE: 10/22/2024	10/14/2024	102224A	3.18	11/01/2024	INV PD 303 S EUCLID ST- #825
16260991001-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	198.13	10/31/2024	INV PD 101 W LA HABRA BLVD- #838
16470988003-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	183.86	10/31/2024	INV PD 150 N EUCLID ST-PD - #806
18985224361-1024 CHECK DATE: 10/22/2024	10/11/2024	102224A	160.48	10/31/2024	INV PD 110 E LA HABRA BLVD - #8
SEPT GAS VEHICLE CHECK DATE: 10/22/2024	10/07/2024	102224A	140.98	11/06/2024	INV PD NATURAL GAS FUEL
102018 SPARKLETT'S CHECK DATE: 10/22/2024	09/01/2024	102224A	538.55	10/01/2024	INV PD 8/24 WATER DELIVERIES- CH
102037 STAPLES ADVANTAGE CHECK DATE: 10/22/2024	07/02/2024	102224A	316.36	08/01/2024	INV PD OFFICE SUPPLIES
6006189813 CHECK DATE: 10/22/2024	09/18/2024	102224A	303.50	10/18/2024	INV PD OFFICE SUPPLIES
6012212237 CHECK DATE: 10/22/2024	10/01/2024	102224A	62.64	10/31/2024	INV PD OFFICE SUPPLIES
6013476356 CHECK DATE: 10/22/2024	10/01/2024	102224A	357.15	10/31/2024	INV PD OFFICE SUPPLIES
6013476361 CHECK DATE: 10/22/2024	10/01/2024	102224A	56.47	10/31/2024	INV PD OFFICE SUPPLIES
6013476362 CHECK DATE: 10/22/2024	10/04/2024	102224A	178.50	11/03/2024	INV PD OFFICE SUPPLIES
6013821447 CHECK DATE: 10/22/2024	10/07/2024	102224A	178.50	11/06/2024	INV PD OFFICE SUPPLIES
6013986888 CHECK DATE: 10/22/2024	10/08/2024	102224A	132.82	11/07/2024	INV PD OFFICE SUPPLIES

881.13



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102090	SYSO FOOD SERVICES				1,585.94				
10120204WP	10/01/2024	102224A	1148	1,320.13	10/31/2024	INV	PD	9/24	FOOD PURCHASES
	CHECK DATE: 10/22/2024								
1012024CBC	10/01/2024	102224A	1148	1,599.15	10/31/2024	INV	PD	9/24	FOOD PURCHASES
	CHECK DATE: 10/22/2024								
1012024CDC	10/01/2024	102224A	1148	1,332.60	10/31/2024	INV	PD	9/24	FOOD PURCHASES
	CHECK DATE: 10/22/2024								
1012024EM	10/01/2024	102224A	1148	1,386.37	10/31/2024	INV	PD	9/24	FOOD PURCHASES
	CHECK DATE: 10/22/2024								
102496	TCS DESIGN HOUSE				5,638.25				
12.07.24	TAMALE FEST	10/04/2024	102224A	1149	1,200.00	11/03/2024	INV	PD	50% DEP-TAMALE FESTIVAL
	CHECK DATE: 10/22/2024								
102177	TRANSPORTATION CONCEPTS								
709-10-24-CFP	10/12/2024	102224A	1150	446.30	11/11/2024	INV	PD		SHUTTLE SERVICE-CORN FEST
	CHECK DATE: 10/22/2024								
102409	VERDANT LANDSCAPING INC								
4387	09/17/2024	102224A	1151	725.00	10/17/2024	INV	PD		CAJON IRRIGATION REPAIR
	CHECK DATE: 10/22/2024								
4388	09/17/2024	102224A	1151	725.00	10/17/2024	INV	PD		CAJON IRRIGATION
	CHECK DATE: 10/22/2024								
4568	07/31/2024	102224A	1151	5,469.00	08/30/2024	INV	PD		JULY 2024 PARK SERVICES
	CHECK DATE: 10/22/2024								
4569	07/31/2024	102224A	1151	5,031.00	10/17/2024	INV	PD		JULY 2024 PARKWAYS
	CHECK DATE: 10/22/2024								
102262	VERIZON WIRELESS				11,950.00				
9974604042	09/23/2024	102224A	1152	912.96	10/23/2024	INV	PD		MONTHLY MOBILE LINES
	CHECK DATE: 10/22/2024								
102281	VISTA PAINT CORP								
2024-643987-00	09/30/2024	102224A	1153	141.85	10/30/2024	INV	PD		PAINT
	CHECK DATE: 10/22/2024								
2024-644005-00	09/30/2024	102224A	1153	-48.21	10/30/2024	CRM	PD		CREDIT
	CHECK DATE: 10/22/2024								
102346	WURTH USA INC				93.64				
98248456	09/26/2024	102224A	1154	19.50	10/26/2024	INV	PD		STOCK MATERIAL
	CHECK DATE: 10/22/2024								
98253308	09/30/2024	102224A	1154	390.17	10/30/2024	INV	PD		STOCK MATERIAL
	CHECK DATE: 10/22/2024								



VENDOR INVOICE LIST

INVOICE P.O. INV DATE CHECK RUN CHECK # INVOICE NET DUE DATE TYPE SITS INVOICE DESCRIPTION

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	SITS	INVOICE DESCRIPTION
102368	ZUMAR INDUSTRIES				409.67				
9682	CHECK DATE: 10/22/2024	09/26/2024	102224A	1155	488.64	10/26/2024	INV	PD	SIGNAGE
100002	1ST JON INC								
123816	CHECK DATE: 10/24/2024	09/23/2024	102424A	1156	612.38	10/23/2024	INV	PD	INNER COASTAL CLEANUP - P
100033	ACRO PRINTING INC								
97730	CHECK DATE: 10/24/2024	09/24/2024	102424A	1157	209.99	10/24/2024	INV	PD	RENTAL CKLIST 2-PART FORM
97753	CHECK DATE: 10/24/2024	09/26/2024	102424A	1157	93.71	10/26/2024	INV	PD	FRONT COUNTER BUSINESS CA
100039	ADLERHORST INTERNATIONAL INC				303.70				
122027	CHECK DATE: 10/24/2024	09/26/2024	102424A	1158	5,700.00	10/26/2024	INV	PD	6 WEEK DETECTION COURSE
100138	ARC IMAGING RESOURCES								
956520	CHECK DATE: 10/24/2024	10/10/2024	102424A	1159	543.08	11/09/2024	INV	PD	OP INK FOR PLOTTER
100221	BEST LAWNMOWER SERVICE								
111757	CHECK DATE: 10/24/2024	10/01/2024	102424A	1160	81.17	10/31/2024	INV	PD	SAFETY GLOVES, HOE
111786	CHECK DATE: 10/24/2024	10/03/2024	102424A	1160	92.90	11/02/2024	INV	PD	RAKE, HEAD COVER
111808	CHECK DATE: 10/24/2024	10/07/2024	102424A	1160	149.50	11/06/2024	INV	PD	HEDGE TRIMMER SERVICE
111809	CHECK DATE: 10/24/2024	10/07/2024	102424A	1160	77.57	11/06/2024	INV	PD	HEDGE TRIMMER SERVICE
111916	CHECK DATE: 10/24/2024	10/15/2024	102424A	1160	45.44	11/14/2024	INV	PD	TRIMMER LINE
111930	CHECK DATE: 10/24/2024	10/16/2024	102424A	1160	130.94	11/15/2024	INV	PD	CHAIN, BLADE
100233	BLACK AND WHITE EMERGENCY VEHICLES				577.52				
5644	CHECK DATE: 10/24/2024	09/30/2024	102424A	1161	149.75	10/30/2024	INV	PD	COOL COP K9
100273	BUDILO CONSTRUCTION INC								
100324-2a	CHECK DATE: 10/24/2024	10/03/2024	102424A	1162	3,428.69	11/02/2024	INV	PD	PRV REPAIR



VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101024-1		10/10/2024	102424A	1162	3,087.72	11/09/2024	INV	PD	PRV REPAIR
	CHECK DATE: 10/24/2024								
101024-2		10/10/2024	102424A	1162	2,835.19	11/09/2024	INV	PD	PRV REPAIR
	CHECK DATE: 10/24/2024								
100337 CALIFORNIA DEPT OF TAX AND FEE ADMINISTRATION									
0-044-840-794		10/21/2024	102424A	1163	601.00	11/20/2024	INV	PD	JULY 1 2024 TO SEPT 30 20
	CHECK DATE: 10/24/2024								
100347 CALIFORNIA YELLOW CAB									
9960024		09/30/2024	102424A	1164	2,761.75	10/30/2024	INV	PD	SENIOR TRANSPORTATION FOR
	CHECK DATE: 10/24/2024								
100361 CANNING'S HARDWARE									
CLOSING SEPT 30		09/30/2024	102424A	1165	766.89	10/30/2024	INV	PD	9/24 SUPPLIES-PARKS DEPT
	CHECK DATE: 10/24/2024								
FLEET CLOSE SEPT 30		09/30/2024	102424A	1165	237.87	10/30/2024	INV	PD	9/24 SUPPLIES-FLEET DEPT
	CHECK DATE: 10/24/2024								
REFUSE CLOSING SEPT		09/30/2024	102424A	1165	35.67	10/30/2024	INV	PD	9/24 SUPPLIES-REFUSE DEPT
	CHECK DATE: 10/24/2024								
STREET CLOSE SEPT 30		09/30/2024	102424A	1165	337.03	10/30/2024	INV	PD	9/24 SUPPLIES- STREET DEP
	CHECK DATE: 10/24/2024								
100415 CHARM-TEX INC									
0371636-IN		07/25/2024	102424A	1166	325.71	08/24/2024	INV	PD	PAPER PANTS
	CHECK DATE: 10/24/2024								
100442 CINTAS CORPORATION									
8407043132		09/30/2024	102424A	1167	1,824.15	10/30/2024	INV	PD	PUBLIC WORKS UNIFORMS
	CHECK DATE: 10/24/2024								
100471 CLEARBROOK FARMS INC									
09302024CBC		09/30/2024	102424A	1168	313.17	10/30/2024	INV	PD	9/24 MILK PURCHASES
	CHECK DATE: 10/24/2024								
09302024CDC		09/30/2024	102424A	1168	284.02	10/30/2024	INV	PD	9/24 MILK PURCHASES
	CHECK DATE: 10/24/2024								
100526 CORE & MAIN LP									
V805667		10/11/2024	102424A	1169	125.39	11/10/2024	INV	PD	6" PIPE ACCESSORIES
	CHECK DATE: 10/24/2024								
V825667		10/15/2024	102424A	1169	79.38	11/14/2024	INV	PD	GLOVES
	CHECK DATE: 10/24/2024								
100544 COUNTY OF ORANGE									



VENDOR INVOICE LIST

INVOICE	P.O.	INV. DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
PW250193		08/30/2024	102424A	1170	1,067.07	09/29/2024	INV	PD	NPDES WATER QUALITY (D07-
CHECK DATE: 10/24/2024									
100550	COURTESY PLUMBERS INC	09/26/2024	102424A	1171	220.00	10/26/2024	INV	PD	PLUMBING SERVICE AFTER MA
CHECK DATE: 10/24/2024									
143015	DAVID EVANS & ASSOCIATES INC	09/18/2024	102424A	1172	1,461.00	11/14/2024	INV	PD	DESIGN HACIENDA PUMP SERV
CHECK DATE: 10/24/2024									
570735	DELL MARKETING	09/21/2024	102424A	1173	28,607.02	10/26/2024	INV	PD	VIRTUALIZATION NETWORK EQ
CHECK DATE: 10/24/2024									
10773687185		09/25/2024	102424A	1174	29,344.16	10/25/2024	INV	PD	VIRTUALIZATION NETWORK EQ
CHECK DATE: 10/24/2024									
100614	DEPARTMENT OF JUSTICE-ACCT OFFICE	10/03/2024	102424A	1175	401.00	11/02/2024	INV	PD	LIVESCANS-SEPTEMBER 2024
CHECK DATE: 10/24/2024									
100634	DISCOUNT SCHOOL SUPPLY	09/06/2024	102424A	1176	880.88	10/06/2024	INV	PD	SUPPLIES 1440 WHITTIER PR
CHECK DATE: 10/24/2024									
143702	DIVERSIFIED ASPHALT PRODUCTS	10/01/2024	102424A	1177	196.11	10/31/2024	INV	PD	EMULSION
CHECK DATE: 10/24/2024									
100683	ECOFERT INC	10/01/2024	102424A	1178	441.00	10/31/2024	INV	PD	FERTIGATION SERVICES
CHECK DATE: 10/24/2024									
100707	ENRIQUEZ TERMITE & PEST CONTROL	09/21/2024	102424A	1179	185.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES
CHECK DATE: 10/24/2024									
660-241009		09/21/2024	102424A	1179	165.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES
CHECK DATE: 10/24/2024									
100837	GALLS LLC	10/08/2024	102424A	1180	46.62	11/07/2024	INV	PD	UNIFORMS- BOHEE
CHECK DATE: 10/24/2024									
0292294337		10/01/2024	102424A	1180	558.48	10/31/2024	INV	PD	UNIFORMS- MACIAS
CHECK DATE: 10/24/2024									
029230675					350.00				



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 029230689	10/24/2024	10/01/2024	102424A	33.02	10/31/2024	INV PD	UNIFORMS- MONTANO
CHECK DATE: 029230690	10/24/2024	10/01/2024	102424A	33.02	10/31/2024	INV PD	UNIFORMS- MONTANO
CHECK DATE: 029241731	10/24/2024	10/02/2024	102424A	129.94	11/01/2024	INV PD	UNIFORMS-REOCH, K.
CHECK DATE: 029241739	10/24/2024	10/02/2024	102424A	26.44	11/01/2024	INV PD	UNIFORMS- MACIAS
CHECK DATE: 029241861	10/24/2024	10/02/2024	102424A	129.30	11/01/2024	INV PD	UNIFORMS- MACIAS
CHECK DATE: 029233572	10/24/2024	10/03/2024	102424A	133.47	11/02/2024	INV PD	UNIFORMS- REOCH, K.
CHECK DATE: 029233573	10/24/2024	10/03/2024	102424A	133.47	11/02/2024	INV PD	UNIFORMS- REOCH
CHECK DATE: 029233588	10/24/2024	10/03/2024	102424A	127.89	11/02/2024	INV PD	UNIFORMS- RUIZ
CHECK DATE: 029265096	10/24/2024	10/04/2024	102424A	6.45	11/03/2024	INV PD	UNIFORMS- SIGLIN
CHECK DATE: 029294326	10/24/2024	10/08/2024	102424A	22.59	11/07/2024	INV PD	UNIFORMS-MONTANO
CHECK DATE: 029294346	10/24/2024	10/08/2024	102424A	81.88	11/07/2024	INV PD	UNIFORMS-BOHEE
CHECK DATE: 029294370	10/24/2024	10/08/2024	102424A	95.08	11/07/2024	INV PD	UNIFORMS- BOHEE
CHECK DATE: 029294373	10/24/2024	10/08/2024	102424A	11.84	11/07/2024	INV PD	UNIFORMS-BOHEE
CHECK DATE: 029294440	10/24/2024	10/08/2024	102424A	149.37	11/07/2024	INV PD	UNIFORMS- MACIAS
CHECK DATE: 029294509	10/24/2024	10/08/2024	102424A	890.35	11/07/2024	INV PD	UNIFORMS-GARCIA
CHECK DATE: 029294560	10/24/2024	10/08/2024	102424A	148.15	11/07/2024	INV PD	UNIFORMS- HERNANDEZ
CHECK DATE: 029294576	10/24/2024	10/08/2024	102424A	7.53	11/07/2024	INV PD	UNIFORMS- HERNANDEZ
CHECK DATE: 029305159	10/24/2024	10/09/2024	102424A	14.63	11/08/2024	INV PD	EMBROIDERY, BERNARDINI
CHECK DATE: 029305173	10/24/2024	10/09/2024	102424A	121.79	11/08/2024	INV PD	UNIFORMS- MACIAS
CHECK DATE: 029305218	10/24/2024	10/09/2024	102424A	33.80	11/08/2024	INV PD	UNIFORMS- SIGLIN
CHECK DATE: 029305248	10/24/2024	10/09/2024	102424A	15.06	11/08/2024	INV PD	UNIFORMS-HERANANDEZ
CHECK DATE: 029316379	10/24/2024	10/10/2024	102424A	521.41	11/09/2024	INV PD	UNIFORMS- DUONG
CHECK DATE: 029316401	10/24/2024	10/09/2024	102424A	7.53	11/08/2024	INV PD	UNIFORMS- DOUNG
CHECK DATE: 029344821	10/24/2024	10/14/2024	102424A	123.36	11/13/2024	INV PD	UNIFORMS- BOHEE
CHECK DATE: 029344851	10/24/2024	10/14/2024	102424A	957.97	11/13/2024	INV PD	UNIFORMS- MERCADO
CHECK DATE: 029335723	10/24/2024	10/15/2024	102424A	57.05	11/14/2024	INV PD	UNIFORMS- SIGLIN
CHECK DATE: 0293357309	10/24/2024	10/15/2024	102424A	125.46	11/14/2024	INV PD	UNIFORMS- GEER



VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
029357318		10/15/2024	102424A	890.35	11/14/2024	INV	PD	UNIFORMS-MONTANO
	100854 GAUCI LANDSCAPING			5,633.30				
10543	CHECK DATE: 10/24/2024	10/16/2024	102424A	775.00	11/15/2024	INV	PD	OESTE PARK IRRIGATION
10544	CHECK DATE: 10/24/2024	10/16/2024	102424A	750.00	11/15/2024	INV	PD	DESCANSO PARK IRRIGATION
10545	CHECK DATE: 10/24/2024	10/16/2024	102424A	250.00	11/15/2024	INV	PD	LOMA NORTE PARK IRRIGATION
10793	CHECK DATE: 10/24/2024	10/16/2024	102424A	13,143.50	11/21/2024	INV	PD	OCT 2024 PARK LANDSCAPING
10794	CHECK DATE: 10/24/2024	10/16/2024	102424A	3,514.00	11/21/2024	INV	PD	OCT 2024 GOVT BLDG SERVIC
10795	CHECK DATE: 10/24/2024	10/16/2024	102424A	2,092.50	11/16/2024	INV	PD	10/24 LANDSCAPE MAINT-WAT
10796	CHECK DATE: 10/24/2024	10/16/2024	102424A	550.00	11/15/2024	INV	PD	EUCLID PARKING LOT
10797	CHECK DATE: 10/24/2024	10/16/2024	102424A	575.00	11/15/2024	INV	PD	HBIC IRRIGATION
10798	CHECK DATE: 10/24/2024	10/16/2024	102424A	1,250.00	11/15/2024	INV	PD	140 GWYNWOOD LANDSCAPE-WA
	100929 HAAKER EQUIPMENT			22,900.00				
W1A9ZE	CHECK DATE: 10/24/2024	10/10/2024	102424A	1,232.68	11/09/2024	INV	PD	VACTOR REPAIR
W1AA7E	CHECK DATE: 10/24/2024	10/15/2024	102424A	2,117.51	11/14/2024	INV	PD	WATER VACTOR REPAIRS
	100955 HASA INC			3,350.19				
995588	CHECK DATE: 10/24/2024	09/30/2024	102424A	750.00	10/30/2024	INV	PD	OESTE PARK SEPT SERVICES
995589	CHECK DATE: 10/24/2024	09/30/2024	102424A	750.00	10/30/2024	INV	PD	BRIO PARK SEPT SERVICE
996109	CHECK DATE: 10/24/2024	09/30/2024	102424A	245.83	10/30/2024	INV	PD	CHLORINE
998684	CHECK DATE: 10/24/2024	10/07/2024	102424A	1,615.71	11/06/2024	INV	PD	SOLENOID VALVE
998711	CHECK DATE: 10/24/2024	10/09/2024	102424A	300.00	11/08/2024	INV	PD	BRIO SPLASH PAD WINTERIZA
998715	CHECK DATE: 10/24/2024	10/09/2024	102424A	300.00	11/08/2024	INV	PD	OESTE SPLASH WINTERIZATIO
	101000 HOME DEPOT/GEFC			3,961.34				
8012051	CHECK DATE: 10/24/2024	07/17/2024	102424A	86.54	08/16/2024	INV	PD	BUSHING, CHISEL



VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101044	IMPERIAL CAR WASH						
SEPT 2024 SERVICES		09/03/2024	1185	10/03/2024	INV	PD	SEPT 2024 SERVICES
CHECK DATE:	10/24/2024		102424A	576.00			
101186	KONICA MINOLTA BUSINESS SOLUTIONS						
9010138410		09/30/2024	1186	10/30/2024	INV	PD	9/24 MONTHLY COPIER USAGE
CHECK DATE:	10/24/2024		102424A	1,527.82			
101283	LIGHTING SUPPLY GUY						
136419		10/15/2024	1187	11/14/2024	INV	PD	LED LIGHTS - #838
CHECK DATE:	10/24/2024		102424A	197.88			
101288	LINXUP						
INV0000762503		10/01/2024	1188	10/31/2024	INV	PD	GPS SERVICE
CHECK DATE:	10/24/2024		102424A	1,243.16			
101454	MONTROSE ENVIRONMENTAL SOLUTIONS INC						
CTINV-317499	250018	09/30/2024	1189	11/09/2024	INV	PD	SEPT 2024 MONTHLY SERVICE
CHECK DATE:	10/24/2024		102424A	11,357.60			
102391	ORANGE COUNTY JUMPERS LLC						
88185		10/26/2024	1190	11/25/2024	INV	PD	JUMPERS FOR COMMUNITY OPE
CHECK DATE:	10/24/2024		102424A	2,772.00			
101873	S & J SUPPLY CO INC						
5100239647.001		10/16/2024	1191	11/15/2024	INV	PD	2" - 90* FITTINGS
CHECK DATE:	10/24/2024		102424A	882.22			
102500	SHANNON POLITO						
030		09/25/2024	1192	10/25/2024	INV	PD	CLETS TRAINING CLASS, BER
CHECK DATE:	10/24/2024		102424A	25.00			
100006	4IMPRINT						
28253501		10/11/2024	1193	11/10/2024	INV	PD	WATER CONSERVATION OUTREA
CHECK DATE:	10/24/2024		102424B	349.29			
100044	ADVANTAGE COLOR GRAPHICS						
361.97		10/01/2024	1194	10/31/2024	INV	PD	WATER BILL MAILING 09/27/
CHECK DATE:	10/24/2024		102424B	361.97			
100234	BLACK BEAR DINER						
17		10/02/2024	1195	11/01/2024	INV	PD	BREAKFAST- COMMUNITY OUTR
CHECK DATE:	10/24/2024		102424B	648.96			



VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100284	C & J COLLISION								
15061167		10/04/2024	1024248	1196	1,163.74	11/03/2024	INV	PD	SERVICE TO UNIT 2172
15083003		10/15/2024	1024248	1196	194.11	11/14/2024	INV	PD	REAR VIEW MIRROR
					1,357.85				
100302	CAL STATE AUTO PARTS								
306152		10/03/2024	1024248	1197	167.18	11/02/2024	INV	PD	BRAKLEEN, FILTER
100312	CALIF FORENSIC PHLEBOTOMY								
2699		09/26/2024	1024248	1198	1,622.50	10/26/2024	INV	PD	BLOOD DRAW SEPTEMBER
100333	CALIFORNIA CUSTOM ELECTRIC								
2694		07/02/2024	1024248	1199	577.50	08/01/2024	INV	PD	LA BONITA PARK #2 POLE LI
2718		08/21/2024	1024248	1199	2,245.83	09/20/2024	INV	PD	LA BONITA PARK POLE DAMAG
2731		10/01/2024	1024248	1199	555.85	10/31/2024	INV	PD	LAS LOMAS PARK LIGHTING
2732		10/01/2024	1024248	1199	1,176.22	10/31/2024	INV	PD	LAS LOMAS PARK LIGHTING
2740		10/07/2024	1024248	1199	4,866.23	11/06/2024	INV	PD	OESTE PARK LIGHTING
					9,421.63				
100361	CANNING'S HARDWARE								
400498		09/20/2024	1024248	1200	8.64	10/20/2024	INV	PD	KEYS
100366	CAR DOCTOR MOBILE AUTO REPAIR								
5149		09/27/2024	1024248	1201	6,152.63	10/27/2024	INV	PD	SERVICE TO UNIT 5101
100410	CHANDLER ASSET MANAGEMENT								
2409LAHABRA		09/30/2024	1024248	1202	5,578.57	10/30/2024	INV	PD	09/2024 MGMT FEES
100475	CLINICAL LAB OF SAN BERNARDINO								
2401583-LAH02		10/21/2024	1024248	1203	12,124.00	11/20/2024	INV	PD	TITLE 22 QUALITY ANALYSIS
100546	COUNTY OF ORANGE								
022-075-64		10/15/2024	1024248	1204	6,818.48	11/14/2024	INV	PD	022-075-64 SEWER FEES

VENDOR INVOICE LIST



City of La Habra

INVOICE P.O. INV DATE CHECK RUN CHECK # INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION

CHECK DATE: 10/24/2024									
100692 EFFICIENT X-RAY INC									
412852	10/03/2024	1024248	1205	65.00	11/02/2024	INV	PD	BIOHAZARDOUS WASTE	
CHECK DATE: 10/24/2024									
100707 ENRIQUEZ TERMITES & PEST CONTROL									
1557-241009	09/21/2024	1024248	1206	255.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES	
CHECK DATE: 10/24/2024									
1825-241009	09/21/2024	1024248	1206	185.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES	
CHECK DATE: 10/24/2024									
4653-241009	09/21/2024	1024248	1206	165.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES	
CHECK DATE: 10/24/2024									
5294-241009	09/21/2024	1024248	1206	295.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICES	
CHECK DATE: 10/24/2024									
549-241009	09/21/2024	1024248	1206	255.00	10/21/2024	INV	PD	TERMITE AND PEST SERVICE	
CHECK DATE: 10/24/2024									
900107 EVERYCHILD CALIFORNIA									
30068A	09/11/2024	1024248	1207	428.00	10/11/2024	INV	PD	TRAINING & CONFERENCE	
CHECK DATE: 10/24/2024									
30069A	09/11/2024	1024248	1207	568.00	10/11/2024	INV	PD	TRAINING & CONFERENCES	
CHECK DATE: 10/24/2024									
100734 EWING IRRIGATION PRODUCTS									
23607835	10/03/2024	1024248	1208	620.68	11/02/2024	INV	PD	IRRIGATION COMPONENTS	
CHECK DATE: 10/24/2024									
23607938	10/03/2024	1024248	1208	1,886.57	11/02/2024	INV	PD	IRRIGATION COMPONENTS	
CHECK DATE: 10/24/2024									
23608069	10/03/2024	1024248	1208	284.83	11/02/2024	INV	PD	IRRIGATION COMPONENTS	
CHECK DATE: 10/24/2024									
102516 FORVIS MAZARS, LLP									
2182188	08/15/2024	1024248	1209	2,250.00	09/14/2024	INV	PD	06/30/2023 FYE CITY SCO R	
CHECK DATE: 10/24/2024									
100819 FULLER ENGINEERING INC									
152105	10/16/2024	1024248	1210	151.73	11/15/2024	INV	PD	CHLORINE	
CHECK DATE: 10/24/2024									
100904 GRAPHISIGNS AND PRINTING									
23091	10/15/2024	1024248	1211	135.31	11/14/2024	INV	PD	ENGRAVED SIGNS (KATIE AND	
CHECK DATE: 10/24/2024									
100985 HI-WAY SAFETY RENTALS INC									

1,155.00

986.00

2,792.08



VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
162934		10/04/2024	1024248	1212	304.50	11/03/2024	INV	PD SIGNAGE
CHECK DATE: 10/24/2024								
162943		10/04/2024	1024248	1212	749.72	11/03/2024	INV	PD DELINEATORS
CHECK DATE: 10/24/2024								
162990		10/07/2024	1024248	1212	97.88	11/06/2024	INV	PD WATER BARRIER SOCKET WREN
CHECK DATE: 10/24/2024								
163009		10/07/2024	1024248	1212	2,023.19	11/06/2024	INV	PD ASPHALT REPAIR
CHECK DATE: 10/24/2024					3,175.29			
101183 KOCE-TV FOUNDATION								
257889		07/01/2024	1024248	1213	320.00	07/31/2024	INV	PD PBS SOCAL - CMLH TV ADVER
CHECK DATE: 10/24/2024								
102170 TOWNSEND PUBLIC AFFAIRS INC								
22043	250008	08/01/2024	1024248	1214	5,000.00	11/15/2024	INV	PD 8/24 CONSULTING SERVICES
CHECK DATE: 10/24/2024								
22343	250008	10/01/2024	1024248	1214	5,000.00	11/15/2024	INV	PD 10/24 CONSULTING SERVICES
CHECK DATE: 10/24/2024					10,000.00			
102212 UNDERGROUND SVC ALERT OF SO CA								
24-250629		09/01/2024	1024248	1215	72.49	10/01/2024	INV	PD STATE REGULATORY FEES
CHECK DATE: 10/24/2024								
102222 UNIVAR SOLUTIONS USA INC								
52474353		10/04/2024	1024248	1216	1,434.31	11/03/2024	INV	PD CHLORINE
CHECK DATE: 10/24/2024								
100925 VICENTE GUZMAN								
2024-25		09/04/2024	1024248	1217	675.00	11/06/2024	INV	PD SOUND SERVICES-VETERANS D
CHECK DATE: 10/24/2024								
100156 AT & T								
BD100724		10/07/2024	102424C	1218	57.68	11/06/2024	INV	PD MONTHLY PD TO BREA FIRE C
CHECK DATE: 10/24/2024								
BD100724-2		10/07/2024	102424C	1219	102.85	11/06/2024	INV	PD MONTHLY PD TO FIRE DEPT C
CHECK DATE: 10/24/2024								
100416 CHARTER COMMUNICATIONS								
188690001100124		10/01/2024	102424C	1220	139.96	10/31/2024	INV	PD MONTHLY PW VIDEO SERVICE
CHECK DATE: 10/24/2024								
188688601100124		10/01/2024	102424C	1221	102.49	10/31/2024	INV	PD MONTHLY CS VIDEO SERVICE
CHECK DATE: 10/24/2024								



City of La Habra

VENDOR INVOICE LIST

VENDOR INVOICE LIST

INVOICE #	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
18868901100124		10/01/2024	102424C	1222	219.98	10/31/2024	INV	PD	MONTHLY LBP ISP SERVICE (
		CHECK DATE: 10/24/2024							
188686101100124		10/01/2024	102424C	1223	1,253.95	10/31/2024	INV	PD	MONTHLY CH FIBER ISP SERV
		CHECK DATE: 10/24/2024							
18868701100124		10/01/2024	102424C	1224	249.98	10/31/2024	INV	PD	MONTHLY CH COAX ISP SERVI
		CHECK DATE: 10/24/2024							
187625901100124		10/01/2024	102424C	1225	260.40	10/31/2024	INV	PD	MONTHLY PD VIDEO SERVICE
		CHECK DATE: 10/24/2024							
100471 CLEARBROOK FARMS INC									
09302024WP		09/30/2024	102424C	1226	190.96	10/30/2024	INV	PD	9/24 MILK PURCHASES
		CHECK DATE: 10/24/2024							
100687 EDISON CO									
700065947819-1024		10/16/2024	102424C	1227	2,744.68	11/05/2024	INV	PD	1213 FAHRINGER WY - #LA B
		CHECK DATE: 10/24/2024							
700553732628-1024		10/15/2024	102424C	1227	205.13	11/04/2024	INV	PD	151 W LA HABRA BLVD - #83
		CHECK DATE: 10/24/2024							
700573242156-1024		10/18/2024	102424C	1227	2,328.02	11/07/2024	INV	PD	301 AND 303 S EUCLID ST-
		CHECK DATE: 10/24/2024							
102431 FRANCISCO GARCIA					5,277.83				
00012		10/26/2024	102424C	1228	200.00	11/25/2024	INV	PD	DJ SERVICE FOR COMMUNITY
		CHECK DATE: 10/24/2024							
100814 FRONTIER COMMUNICATIONS									
020615-5 WP		10/25/2024	102424C	1229	150.61	11/24/2024	INV	PD	UTILITIES- WHITTIER PRESC
		CHECK DATE: 10/24/2024							
030615-5 CDC		10/13/2024	102424C	1229	238.77	11/12/2024	INV	PD	UTILITIES/401 S. EUCLID -
		CHECK DATE: 10/24/2024							
101147 KAPLAN COMPANIES INC					389.38				
0007022653		10/03/2024	102424C	1230	1,433.20	11/02/2024	INV	PD	CSPP/1440 W. WHITTIER - C
		CHECK DATE: 10/24/2024							
101235 LAKESHORE LEARNING MATERIALS									
166063100324		10/03/2024	102424C	1231	882.30	11/02/2024	INV	PD	CSPP/1440 W. WHITTIER - C
		CHECK DATE: 10/24/2024							
101989 SO CALIF GAS CO									
13111034008-10/14		10/14/2024	102424C	1232	58.15	11/13/2024	INV	PD	UTILITIE GAS/ 305 S EUCLI
		CHECK DATE: 10/24/2024							
15841033002-10/14		10/14/2024	102424C	1232	30.23	11/13/2024	INV	PD	401 S. EUCLID 09/11/24 -1
		CHECK DATE: 10/24/2024							



City of La Habra

VENDOR INVOICE LIST

INVOICE	P.O.	INV. DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	ST'S	INVOICE DESCRIPTION
CHECK DATE:	10/24/2024				88.38				
102172	TPX COMMUNICATIONS	10/09/2024	102424C	1233	1,866.11	11/08/2024	INV	PD	MONTHLY CH AND PD PRI SER
182119603-0	CHECK DATE: 10/24/2024								
182135125-0	CHECK DATE: 10/24/2024				3,199.92	11/08/2024	INV	PD	MONTHLY PD RADIO CIRCUITS
102262	VERIZON WIRELESS	09/23/2024	102424C	1235	738.86	10/23/2024	INV	PD	UTILITIES-TELEPHONE CHILD
9974604040	CHECK DATE: 10/24/2024								
100044	ADVANTAGE COLOR GRAPHICS	10/21/2024	101024D	1236	15,000.00	11/20/2024	INV	PD	ANNUAL POSTAGE
MP-20241021	250074	10/21/2024							
CHECK DATE: 11/05/2024									
100284	C & J COLLISION	10/04/2024	101024D	1237	18,607.39	11/20/2024	INV	PD	EMERGENCY REPAIRS TO UNIT
14945203	250078	10/04/2024							
CHECK DATE: 11/05/2024									
102451	CITY OF BREA	10/09/2024	101024D	1238	30,980.64	11/08/2024	INV	PD	ANNUAL ILJAC MEMBERSHIP
LAW0000298	CHECK DATE: 11/05/2024								
100555	CR&R INCORPORATED	10/01/2024	101024D	1239	389,182.01	11/14/2024	INV	PD	SEPTEMBER 2024 SERVICES
000254147	250019	10/01/2024							
CHECK DATE: 11/05/2024									
100588	DAVID EVANS & ASSOCIATES INC	08/21/2024	101024D	1240	21,368.00	11/14/2024	INV	PD	DESIGN HACIENDA PUMP SERV
568512	250077	08/21/2024							
CHECK DATE: 11/05/2024									
102475	LEGION CONTRACTORS INC	10/16/2024	101024D	1241	716,435.00	11/23/2024	INV	PD	SERVICES THRU OCT 7, 2024
Payment 7	250066	10/16/2024							
CHECK DATE: 11/05/2024									
101504	MWDOC	10/15/2024	101024D	1242	103,208.57	11/16/2024	INV	PD	9/2024-WATER DELIVERIES
11597	250012	10/15/2024							
CHECK DATE: 11/05/2024									
101521	NATIONWIDE ENVIRONMENTAL SERVICES	10/15/2024	101024D	1243	34,505.31	11/21/2024	INV	PD	OCT 2024 SWEEPING SERVICE
34317	250020	10/15/2024							
CHECK DATE: 11/05/2024									



VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	CHECK RUN CHECK #	INVOICE NET DUE DATE	TYPE	SFS	INVOICE DESCRIPTION
102381	THE CODE GROUP INC						
851032	250058	08/31/2024	1244	36,410.00	10/23/2024	INV	PD 7/28/24-8/31/24 PLANNING
	CHECK DATE: 11/05/2024		101024D				
102189	TRUE NORTH COMPLIANCE SERVICES INC						
24-09-002	250055	10/01/2024	1245	78,955.52	10/31/2024	INV	PD PLAN REVIEW, INSPECTIONS
	CHECK DATE: 11/05/2024		101024D				
24-09-02-002	250055	10/01/2024	1245	21,014.32	11/22/2024	INV	PD PLAN REVIEW, INSPECTION &
	CHECK DATE: 11/05/2024		101024D				
102245	VALVERDE CONSTRUCTION INC						
18069	250069	09/24/2024	1246	81,384.47	11/14/2024	INV	PD EMERGENCY LEAK AND STREET
	CHECK DATE: 11/05/2024		101024D				
102311	WEST COAST ARBORIST INC						
220394		09/30/2024	1247	16,688.55	10/30/2024	INV	PD TREE MAINTENANCE 9/16-9/3
	CHECK DATE: 11/05/2024		101024D				
102327	WILLDAN ENGINEERING						
00420654	250052	09/27/2024	1248	18,999.50	11/20/2024	INV	PD PROFESSIONAL SERVICES THR
	CHECK DATE: 11/05/2024		101024D				
102455	WINDSOR SCHOOL OF NURSING ASSISTANTS						
4465	250082	10/17/2024	1249	21,847.50	11/21/2024	INV	PD NURSE ASSISTANT COURSE FO
	CHECK DATE: 11/05/2024		101024D				
102476	Z&K CONSULTANTS						
6606	250074	08/26/2024	1250	73,059.00	11/14/2024	INV	PD INSPECTION SERVICES FOR 7
	CHECK DATE: 11/05/2024		101024D				
6607	250074	09/29/2024	1250	76,327.00	11/14/2024	INV	PD INSPECTION SERVICES 8/1/2
	CHECK DATE: 11/05/2024		101024D				
				149,386.00			
				3,497,790.93			

** END OF REPORT - Generated by Elizabeth Feliciano **

File Total: \$ 3,497,790.93 (1) Signature: _____

Prepaid Total: \$ 1,787,109.20 (2) Signature: _____

Total Due: \$ 1,710,681.73 Date Approved: _____

City Of La Habra
Wire Transfer Transactions

Wire Date	Vendor	Description of payment	GL Account #	Amount
10/24/24	The BNY Mellon Trust Company, NA	La Habra UA 2013A Debt Service	500000-11204	\$ 1,000,575.00
10/24/24	The BNY Mellon Trust Company, NA	La Habra UA 2019A Debt Service	500000-11206	\$ 394,057.50
10/24/24	The BNY Mellon Trust Company, NA	La Habra UA 2019B Debt Service	500000-11207	\$ 262,800.00
Wire Transfer Total:				\$ 1,657,432.50

File Total: \$ 1,657,432.50 (1) Signature: _____

Prepaid Total: \$ - (2) Signature: _____

Total Due: \$ 1,657,432.50 Date Approved: _____



BNY MELLON



The Bank of New York Mellon Trust Company, N.A.
Client Financial Management
500 Ross Street, Room 154-1000
Pittsburgh, PA 15262

Date: September 25, 2024
Loan#: LAHABRAWTR13
RE : LA HABRA WATER 2013 REV BDS

000021 XBNYMM01 000000

000021

LA HABRA UTILITY AUTHORITY
ATTN: EXECUTIVE DIRECTOR
110 E. LA HABRA BLVD
LA HABRA, CA 90631



Dear Sir/Madam

Please be advised that payment in the amount of \$1,000,575.00 is due on 11/01/2024 for LA HABRA UTILITY AUTHORITY WATER REVENUE BONDS, SERIES 2013A. The bondholder payment date is 11/01/2024. The details of the amount due are as follows:

	<i>Amount in Dollars(\$)</i>
Principal	\$645,000.00
Interest	\$355,575.00
Collection Amount	\$1,000,575.00
Total Cash on Hand	(\$0.00)
Total Amount Due	\$1,000,575.00

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below. Please include your account number(s) on your wire transfer legend.

Payment Instructions:

The Bank of New York Mellon

ABA#: 021000018

Account Details

Type Account No.

IMMS 5486118400

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 11/01/2024.

If you are not in agreement with the information detailed on this bill, please contact me at (213)630-6240 or email me at fe.tuzon@bnymellon.com.

Thank you,

Fe R Tuzon
Corporate Trust Department

E

000021 XBNYMM01 000021

S



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.
Client Financial Management
500 Ross Street, Room 154-1000
Pittsburgh, PA 15262

Date: September 25, 2024
Loan#: LHABRAWTR19B
RE : LA HABRA WATER REVENUE REF BONDS

CITY OF LA HABRA , CA
ATTN: MARYANN SY
110 E LA HABRA BOULEVARD
LA HABRA, CA 90631

Dear Sir/Madam

Please be advised that payment in the amount of \$262,800.00 is due on 11/01/2024 for LA HABRA UTILITY AUTHORITY REFUNDING WATER REVENUE BONDS SERIES 2019B (TAX-EXEMPT). The bondholder payment date is 11/01/2024. The details of the amount due are as follows:

	<i>Amount in Dollars(\$)</i>
Principal	\$0.00
Interest	\$262,800.00
Collection Amount	\$262,800.00
Total Cash on Hand	(\$0.00)
Total Amount Due	\$262,800.00

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below. Please include your account number(s) on your wire transfer legend.

Payment Instructions:
The Bank of New York Mellon
ABA#: 021000018
Account Details
Type Account No.
IMMS 8717808400

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 11/01/2024.

If you are not in agreement with the information detailed on this bill, please contact me at (213)630-6240 or email me at fe.tuzon@bnymellon.com.

Thank you,

Fe R Tuzon
Corporate Trust Department



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.
Client Financial Management
500 Ross Street, Room 154-1000
Pittsburgh, PA 15262

Date: September 25, 2024
Loan#: LHABRAWTR19A
RE : LA HABRA WATER REVENUE REF BONDS

CITY OF LA HABRA
ATTN : MARYANN SY
110 E LA HABRA BOULEVARD
LA HABRA, CA 90631

Dear Sir/Madam

Please be advised that payment in the amount of \$394,057.50 is due on 11/01/2024 for LA HABRA UTILITY AUTHORITY REFUNDING WATER REVENUE BONDS SERIES 2019A (FEDERALLY TAXABLE). The bondholder payment date is 11/01/2024. The details of the amount due are as follows:

	<i>Amount in Dollars(\$)</i>
Principal	\$380,000.00
Interest	\$14,057.50
Collection Amount	\$394,057.50
Total Cash on Hand	(\$0.00)
Total Amount Due	\$394,057.50

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below. Please include your account number(s) on your wire transfer legend.

Payment Instructions:
The Bank of New York Mellon
ABA#: 021000018
Account Details
Type Account No.
IMMS 8717748400

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 11/01/2024.

If you are not in agreement with the information detailed on this bill, please contact me at (213)630-6240 or email me at fe.tuzon@bnymellon.com.

Thank you,

Fe R Tuzon
Corporate Trust Department



City of
LA HABRA

City Council/SA/CIA/HA Agenda Report

Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR/CHAIR AND COUNCILMEMBERS/DIRECTORS

FROM: JIM SADRO, CITY MANAGER/EXECUTIVE DIRECTOR
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE AMENDMENT OF GOVERNING DOCUMENTS FOR THE LA HABRA CIVIC IMPROVEMENT AUTHORITY AND THE SUCCESSOR AGENCY TO THE LA HABRA REDEVELOPMENT AGENCY TO ESTABLISH THE MAYOR AND MAYOR PRO TEM AS THE CHAIR AND VICE-CHAIR OF THESE AGENCIES

RECOMMENDATION:

That the City Council, Successor Agency and Housing Authority:

A. APPROVE AND ADOPT RESOLUTION NO. CC, SA, AND HA 2024-__ ENTITLED: A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA, AND THE LA HABRA HOUSING AUTHORITY AMENDING THE JOINT POWERS AGREEMENT FOR THE LA HABRA CIVIC IMPROVEMENT AUTHORITY; and,

B. APPROVE AND ADOPT RESOLUTION NO. SA 2024-__ ENTITLED: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA ADOPTING AMENDED BYLAWS.

DISCUSSION:

The La Habra City Council serves as the governing body of several other City agencies and authorities, including the Successor Agency to the Redevelopment Agency, the Civic Improvement Authority, the Housing Authority, and the Utility Authority. The governing documents for these separate agencies provide for the establishment of the presiding officers of each agency. Some of these entities have the Mayor and Mayor Pro Tem established as the Chair and Vice-Chair, while others simply provide that the presiding officers will be selected from the governing body.

To establish uniformity among the officers of these agencies and to increase efficiency, staff recommends amending the governing documents of the Civic Improvement Authority and the Successor Agency to provide that the Chair and Vice-Chair of both these entities will be the Mayor and Mayor Pro Tem. If this change is approved, the City Council, acting as the respective governing bodies for these two agencies, will no longer need to undertake the annual task of selecting members of those bodies to function as the presiding officers.

To enact this change for the Civic Improvement Authority, the controlling joint powers agreement must be amended and approved by its member agencies and filed with the Secretary of State, Controller, and Local Agency Formation Commission of Orange County (LAFCO) pursuant to Government Code 6503.5 and 6503.6. To enact this change for the Successor Agency, a resolution adopting and amending the Redevelopment Agency's bylaws is necessary.

If approved by Council, and once filed and recorded, the Mayor and Mayor Pro Tem will automatically be assigned the positions of Chair and Vice Chair for all relevant City agencies and authorities after the annual Council reorganization process is completed in December of each year.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

This recommended action achieves the following element of the Fiscal Year 2024-2025 La Habra Goals and Objectives:

6A Communicate effectively with the City Council by providing information, resources, and policy recommendations to assist in the decision-making process.

Attachments

Successor Agency Resolution

Joint Authorities Resolution

Exhibit A to Joint Authorities Resolution

RESOLUTION NO. SA 2024-__

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA
ADOPTING AMENDED BYLAWS**

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of La Habra ("Successor Agency") is empowered to carry out redevelopment dissolution activities; and

WHEREAS, the Successor Agency operates in accordance with the bylaws of the former La Habra Redevelopment Agency; and

WHEREAS, the Successor Agency has never formally adopted these bylaws; and

WHEREAS, the Successor Agency desires to formally adopt these bylaws with an amendment to establish the Mayor and Mayor Pro Tem as the Chair and Vice-Chair of the Successor Agency, respectively.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Redevelopment Agency of the City of La Habra as follows:

SECTION 1. That the bylaws of the Successor Agency of the Redevelopment Agency of the City of La Habra shall be those bylaws adopted by the Redevelopment Agency under Resolution 75-01, with the exception that the second sentence of Section 201 shall be amended to provide that:

The Chair and Vice-Chair shall be the Mayor and Mayor Pro Tem of the City of La Habra, respectively.

SECTION 2. That the Agency Secretary shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force.

PASSED, APPROVED AND ADOPTED this 4th day of November, 2024.

James Gomez
Chair

ATTEST:

Rhonda J. Barone, CMC
Secretary

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF LA HABRA }

I, Rhonda J. Barone, CMC, Secretary for the Successor Agency to the Redevelopment Agency of the City of La Habra, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. SA 2024-__ introduced and adopted at a regular meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra held on the 4th day of November, 2024, by the following roll call vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Witness my hand and the official seal of the Successor Agency to the Redevelopment Agency of the City of La Habra this 4th day of November, 2024.

Rhonda J. Barone, CMC
Secretary

RESOLUTION NO. CC, SA, AND HA 2024-__

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA, AND THE LA HABRA HOUSING AUTHORITY AMENDING THE JOINT POWERS AGREEMENT FOR THE LA HABRA CIVIC IMPROVEMENT AUTHORITY

WHEREAS, the City of La Habra, the La Habra Successor Agency, and the La Habra Housing Authority are parties to an Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) that established the La Habra Civic Improvement Authority; and

WHEREAS, the City Council of the City of La Habra serves as the governing body of all parties to the Agreement; and

WHEREAS, the parties desire to amend the Agreement to establish the Mayor and Mayor Pro Tem as the Chair and Vice-Chair of the Civic Improvement Authority, respectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council, Successor Agency and Housing Authority as follows:

SECTION 1. The Agreement shall be amended as set forth in Exhibit A.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force.

SECTION 3. The City Clerk shall file a copy of this amendment and the original joint powers agreement with the Secretary of State, State Controller, and Local Agency Formation Commission in accordance with Government Code 6503.5 and 6503.6.

PASSED, APPROVED AND ADOPTED this 4th day of November, 2024.

Darin Nigsarian
Mayor, City of La Habra

James Gomez
Chair, Successor Agency to the La Habra
Redevelopment Agency

Daren Nigsarian
Chair, La Habra Housing Authority

ATTEST:

Rhonda J. Barone, CMC
City Clerk/Secretary

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF LA HABRA }

I, Rhonda J. Barone, CMC, City Clerk and Secretary for the Successor Agency to the Redevelopment Agency of the City of La Habra and Secretary for the La Habra Housing Authority, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. CC, SA, and HA 2024-__ introduced and adopted at a regular meeting of the these bodies held on the 4th day of November, 2024, by the following roll call vote:

AYES: COUNCILMEMBERS/DIRECTORS:
NOES: COUNCILMEMBERS/DIRECTORS:
ABSENT: COUNCILMEMBERS/DIRECTORS:
ABSTAIN: COUNCILMEMBERS/DIRECTORS:

Witness my hand and the official seal of the City of La Habra this 4th day of November, 2024.

Rhonda J. Barone, CMC
City Clerk/Secretary

EXHIBIT A

Amendment No. 1 to Joint Powers Agreement

**AMENDMENT NO. 1
TO JOINT EXERCISE OF POWERS AGREEMENT
LA HABRA CIVIC IMPROVEMENT AUTHORITY**

This Amendment No. 1 (“Amendment”) to the Joint Exercise of Powers Agreement is made and entered into effective the 4th day of November, 2024, by and between the CITY OF LA HABRA, the SUCCESSOR AGENCY TO THE LA HABRA REDEVELOPMENT AGENCY, and the LA HABRA HOUSING AUTHORITY, collectively the “Parties”).

A. Recitals.

(i). The Parties entered into a Joint Exercise of Powers Agreement (“JPA”) by which the La Haba Civic Improvement Authority (“CIA”) was created; and

(ii). Section 3.01 of the JPA provides that the governing board of the CIA shall elect from its members a Chairman and Vide-Chairman; and

(iii) The Parties now seek to amend the JPA to establish that the Mayor and Mayor Pro Tem of the City of La Habra shall serve as Chair and Vice-Chair of the CIA, respectively.

(iv). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. The first sentence of Section 3.01 of the Agreement is hereby amended to read as follows:

Section 3.01 Chair, Vice-Chair, and Secretary. The Chair and Vice-Chair of the Commission shall be the Mayor and Mayor Pro Tem of the City of La Habra, respectively, and the Commission shall appoint a Secretary who may, but need not be, a member of the Commission.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the JPA to be executed as of the day and year first above written.

CITY OF LA HABRA

SUCCESSOR AGENCY OF THE
LA HABRA REDVELOPMENT AGENCY

By: _____
DAREN NIGSARIAN
MAYOR

By: _____
JAMES GOMEZ
CHAIR

LA HABRA HOUSING AUTHORITY

By: _____
DAREN NIGSARIAN
CHAIR

ATTEST:

By: _____
Rhonda J. Barone, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Richard D. Jones
City Attorney



City of
LA HABRA

Successor Agency to the Redevelopment Agency Agenda Report

Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE CHAIR AND DIRECTORS

FROM: JIM SADRO, EXECUTIVE DIRECTOR
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE
CITY OF LA HABRA MEETING MINUTES

RECOMMENDATION:

That the Successor Agency approve the Successor Agency to the Redevelopment Agency of the City of La Habra Meeting Minutes of:

- August 19, 2024
- September 3, 2024
- September 16, 2024
- October 7, 2024
- October 21, 2024

Attachments

Successor Agency Minutes of 8/19/2024
Successor Agency Minutes of 9/3/2024
Successor Agency Minutes of 9/16/2024
Successor Agency Minutes of 10/7/2024
Successor Agency Minutes of 10/21/2024

MINUTES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA

ADJOURNED REGULAR MEETING 5:30 P.M.

&

REGULAR MEETING 6:30 P.M.

&

REGULAR JOINT MEETING WITH THE
CITY COUNCIL OF THE CITY OF LA HABRA,
LA HABRA CIVIC IMPROVEMENT AUTHORITY,
CITY OF LA HABRA HOUSING AUTHORITY,
AND LA HABRA UTILITY AUTHORITY

Monday, August 19, 2024

ADJOURNED REGULAR MEETING 5:30 P.M.:

CALL TO ORDER: Chair Gomez called the Adjourned Regular Meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra to order at 5:30 p.m. in the Closed Session Room 112c, located at 100 East La Habra Boulevard, La Habra, California.

COUNCILMEMBERS/DIRECTORS PRESENT:

Mayor/Director Nigsarian
Mayor Pro Tem/Director Espinoza (via telephone)
Councilmember/Director Gomez
Councilmember/Director Medrano
Councilmember/Director Surich

COUNCILMEMBERS/DIRECTORS ABSENT:

NONE

OTHER OFFICIALS PRESENT:

City Manager/Executive Director Sadro
City Attorney/Legal Counsel Jones
City Clerk/Secretary Barone

ORAL COMMUNICATIONS FROM THE PUBLIC FOR CLOSED SESSION MATTERS: None.

CLOSED SESSION:

SUCCESSOR AGENCY:

1. CONFERENCE WITH LEGAL COUNSEL -- PENDING LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(2) -- SUCCESSOR AGENCY HAS BEEN NAMED IN A LAWSUIT

Director of Community and Economic Development Susan Kim and Housing and Economic Development Manager Miranda Cole-Corona were also present. BBK Attorney Dean Atyia participated via Zoom.

CITY COUNCIL:

1. Conference with Legal Counsel Pending Litigation Pursuant to Government Code Section 54956.9(d)(1); Lennar Homes of California, Inc., et al. v. City of La Habra; Orange County Superior Court, Case No. 30-2021-01179515- CU- WM-WJC.

Lennar Homes of California, Inc., et al. v. City of La Habra; Orange County Superior Court, Case No. 30-2021- 01221710-CU-BC-WJC.

Californians for Homeownership v. City of La Habra; Orange County Superior Court, Case No. 30-2023-01325471- CU-WM-NJC.

City Attorney Jones and Councilmember Gomez recused themselves from this item and left the Closed Session Room at 5:49 p.m.

Director of Community and Economic Development Susan Kim and Acting City Attorney Ginetta Giovinco were also present for this item. Acting City Attorney Craig Steele participated via telephone.

ADJOURNMENT: The City Council reconvened at 6:20 p.m. There were no Closed Session announcements. Mayor Nigsarian recessed the Adjourned Regular Meeting to a date to be determined at 6:20 p.m.

REGULAR MEETING & REGULAR JOINT MEETING 6:30 P.M.:

CALL TO ORDER: Mayor/Director Nigsarian called the Regular Meeting of the City Council of the City of La Habra and Regular Joint Meeting with the Successor Agency to the Redevelopment Agency of the City of La Habra, La Habra Civic Improvement Authority, City of La Habra Housing Authority, and La Habra Utility Authority to order at 6:42 p.m. in the City Council Chamber, located at 100 East La Habra Boulevard, La Habra, California.

INVOCATION: City Attorney/Legal Counsel Jones

PLEDGE OF ALLEGIANCE: Councilmember/Director Medrano

COUNCILMEMBERS/DIRECTORS PRESENT: Mayor/Director Nigsarian
Councilmember/Director Gomez
Councilmember/Director Medrano

COUNCILMEMBERS/DIRECTORS ABSENT: Mayor Pro Tem/Director Espinoza (excused absence)
Councilmember/Director Surich (excused absence)

OTHER OFFICIALS PRESENT: City Manager/Executive Director Sadro
City Attorney/Legal Counsel Jones
Management Analyst II Hurt
City Clerk/Secretary Barone
Assistant City Clerk Lopez

CLOSED SESSION ANNOUNCEMENT:

City Attorney Jones announced that he and Councilmember/Director Gomez recused themselves from the City Council Closed Session Item 1, and that Closed Session was continued to a date to be determined.

PROCLAMATIONS/PRESENTATIONS:

1. RECOGNITION OF THE OSNAYA FAMILY AS THE 2024 RESIDENTIAL BEAUTIFICATION AWARD RECIPIENT

Mayor Nigsarian, City Council, and Community Services Commissioners Gabriela Garcia, Annette Guerra Limon, and Denise Schmidt presented a Certificate of Recognition to the Osnaya Family.

2. PROCLAIM SEPTEMBER 2024 AS "HUNGER ACTION MONTH" IN THE CITY OF LA HABRA

Mayor Nigsarian and the City Council presented a proclamation to Director of Marketing and Public Affairs for Second Harvest Food Bank of Orange County Sara Bazant.

PUBLIC COMMENTS:

Michelle Bernier, La Habra resident, spoke.

CONSENT CALENDAR:

Moved by Councilmember/Director Gomez, seconded by Councilmember/Director Medrano, and CARRIED (3-0) TO APPROVE CITY COUNCIL CONSENT CALENDAR ITEMS 1 THROUGH 9; CITY COUNCIL, AGENCY & AUTHORITIES ITEM 1; CITY COUNCIL & UTILITY AUTHORITY ITEM 1; SUCCESSOR AGENCY ITEM 1, CIVIC IMPROVEMENT AUTHORITY ITEM 1, and HOUSING AUTHORITY ITEM 1.

Said motion CARRIED by the following vote:

AYES: Mayor/Director Nigsarian, Councilmember/Director Gomez,
Councilmember/Director Medrano

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem/Director Espinoza, Councilmember/Director Surich

CITY COUNCIL:

1. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.

2. APPROVE ADOPTION OF AN AMENDED CONFLICT OF INTEREST CODE

That the City Council APPROVE AND ADOPT **RESOLUTION NO. CC 2024-22** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, REPEALING RESOLUTION NO. 6082 AND ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF LA HABRA PURSUANT TO GOVERNMENT CODE SECTION 81000, ET SEQ., AS REQUIRED BY STATE LAW.

3. APPROVE NOTICE OF COMPLETION FOR THE NEIGHBORHOOD K, L, M TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 3-TC-19; NEIGHBORHOOD J, F, & N TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 3-TC-20; AND NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 4-TC-20

That the City Council approve the Notice of Completion for the Neighborhood K, L, & M Traffic Management Plans, City Project No. 3-TC-19; Neighborhood J, F, & N Traffic Management Plans, City Project No. 3-TC-20; Neighborhood E, A, & C Traffic Management Plans, City Project No. 4-TC-20; and authorize staff to send the Notice of Completion for recordation.

4. APPROVE THE CITY OF LA HABRA 2023 ENGINEERING AND TRAFFIC SURVEY

That the City Council:

- A. Approve the City of La Habra 2023 Engineering and Traffic Survey prepared by RK Engineering Group, Inc., dated September 29, 2023; and,
- B. Approve and adopt **RESOLUTION NO. CC 2024-23** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA ESTABLISHING SPEED ZONES ON CERTAIN CITY STREETS AND RESCINDING ALL PREVIOUS ESTABLISHED SPEED ZONES OF THOSE CERTAIN STREETS.

5. PROPOSED RESPONSE TO THE ORANGE COUNTY GRAND JURY REPORT TITLED, "TALKING TRASH: RECYCLABLES AND ORGANIC WASTE"

That the City Council:

- A. Receive and file this report;
- B. Authorize the Mayor to sign the attached response letter to the Orange County Grand Jury; and,
- C. Direct staff to submit the signed response letter to the Orange County Grand Jury.

6. PROPOSED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT TITLED, "LAW ENFORCEMENT'S RESPONSE TO MENTAL HEALTH CALLS FOR SERVICE"

That the City Council:

- A. Receive and file the report;
- B. Authorize the Mayor to sign the attached response letter; and,
- C. Direct staff to submit the signed response letter to the Orange County Grand Jury.

7. PROPOSED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT TITLED: "E- BIKES FRIEND OR FOE"

That the City Council:

- A. Receive and file the report;
- B. Authorize the Mayor to sign the attached response letter; and,
- C. Direct staff to send the signed response letter to the Orange County Grand Jury.

8. RECEIVE AND FILE THE TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2024

That the City Council receive and file the Treasurer's Investment Report for the quarter ending June 30, 2024.

9. WARRANTS: APPROVE NOS. 00145031 THROUGH 00145194 TOTALING 1,508,758.17; AND TYLER WARRANTS NOS. 165 THROUGH 304 TOTALING 1,786,112.52

That the City Council approve Nos. 00145031 through 00145194 totaling \$1,508,758.17; and approve Nos.165 through 304 totaling \$1,786,112.52.

CITY COUNCIL, AGENCY & AUTHORITIES:

1. FISCAL YEAR 2022-2023 AUDITED FINANCIAL REPORTS

That the City Council, City Agencies and City Authorities:

- A. Receive and file the audited Fiscal Year 2022-2023 Annual Comprehensive Financial Report (ACFR) for the City of La Habra; and,
- B. Receive and file the audited Fiscal Year 2022-2023 Single Audit Report.

CITY COUNCIL & UTILITY AUTHORITY:

1. APPROVE AMENDMENT TO EXISTING SCOPE OF WORK FOR LUCAS BUILDERS, INC., TO THE EUCLID WATER MAIN REPLACEMENT PROJECT, CITY PROJECT 1- W-21, TO INCLUDE THE INSTALLATION OF AN 8-INCH WATER MAIN ON HIDDEN LANE

That the City Council and Utility Authority:

- A. Authorize staff to issue a change order to the existing scope of work to Lucas Builders, Inc., to include the installation of approximately 230 linear feet of 8" water main on Hidden Lane, and be made part of the Euclid Water Main Replacement Project, City Project No. 1-W-1; and,
- B. Authorize staff to increase the existing purchase order for this project from \$1,650,795 to \$2,156,023. If approved, the increased purchase order amount would provide sufficient funding for \$101,100 in additional proposed work on Hidden Lane, and \$319,923 to fund unanticipated Project expenditures on the original Euclid Street water project, and would include a 20 percent contingency on the additional requested funding; and,

- C. Approve a budget appropriation of \$505,228 from the Utility Authority's unencumbered Water Fund balance to provide sufficient resources to complete this project.

SUCCESSOR AGENCY:

1. APPROVE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA MEETING MINUTES

That the Successor Agency approve the Successor Agency to the Redevelopment Agency of the City of La Habra Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

CIVIC IMPROVEMENT AUTHORITY:

1. APPROVE LA HABRA CIVIC IMPROVEMENT AUTHORITY MEETING MINUTES

That the Civic Improvement Authority approve the La Habra Civic Improvement Authority Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

HOUSING AUTHORITY:

1. APPROVE CITY OF LA HABRA HOUSING AUTHORITY MEETING MINUTES

That the Housing Authority approve the City of La Habra Housing Authority Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION: None.

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS:

CITY COUNCIL:

1. CONSIDER RENAMING VISTA GRANDE PARK TO CENTENNIAL PARK AS PART OF THE CITY'S 2025 CENTENNIAL CELEBRATION

Moved by Councilmember Gomez, seconded by Councilmember Medrano, and CARRIED (3-0) THAT THE CITY COUNCIL CONTINUE THIS ITEM TO A FUTURE MEETING DATE TO BE DETERMINED.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Councilmember Gomez, Councilmember Medrano
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Espinoza, Councilmember Surich

2. CONSIDER RESOLUTION IN SUPPORT OF INITIATIVE NO. 23-0017A1, "THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT", ALSO KNOWN AS PROP 36

Management Analyst II Hurt presented the staff report.

Mayor Nigsarian invited the public to testify at 6:58 p.m. There was no public testimony.

There was no City Council discussion.

Moved by Councilmember Medrano, seconded by Councilmember Gomez, and CARRIED (3-0) THAT THE CITY COUNCIL CONSIDER, APPROVE, AND ADOPT **RESOLUTION NO. CC 2024-24** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, ADOPTING A RESOLUTION IN SUPPORT OF THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT, INITIATIVE NO. 23-0017A1.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Councilmember Gomez, Councilmember Medrano
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Espinoza, Councilmember Surich

MAYOR'S COMMUNITY CALENDAR:

Mayor Nigsarian announced upcoming community events and activities.

COMMENTS FROM STAFF: None.

COMMENTS FROM COUNCILMEMBERS/DIRECTORS:

Each City Councilmember reported on their attendance to current community events and activities.

ADJOURNMENT: Mayor/Director Nigsarian adjourned the meeting in memory of Ventura De La Torre at 7:11 p.m. to Monday, September 16, 2024, at 5:30 p.m. in the City Council Closed Session Room 112c, 100 East La Habra Boulevard, followed by the Regular Meeting at 6:30 p.m. in the City Council Chamber.

Respectfully submitted,

Rhonda J. Barone, CMC
City Clerk/Secretary

These Minutes were approved on _____.

DRAFT

MINUTES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA

REGULAR MEETING

TUESDAY, SEPTEMBER 3, 2024

The Regular Meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra *Tuesday, September 3, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the outside bulletin boards of the south entrance of City Hall and Council Chamber, as required by law.

(*Monday, September 2, 2024, was a holiday; therefore, per Municipal Code Section 2.04.020, in the event a regular meeting falls on a legally recognized holiday, such regular meeting shall be held on the next succeeding business day.)

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Gomez
Vice Chair Espinoza
Director Medrano
Director Nigsarian
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA

REGULAR MEETING

MONDAY, SEPTEMBER 16, 2024

The Regular Meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra of Monday, September 16, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Gomez
Vice Chair Espinoza
Director Medrano
Director Nigsarian
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA

REGULAR MEETING

MONDAY, OCTOBER 7, 2024

The Regular Meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra of Monday, October 7, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Gomez
Vice Chair Espinoza
Director Medrano
Director Nigsarian
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA

REGULAR MEETING

MONDAY, OCTOBER 21, 2024

The Regular Meeting of the Successor Agency to the Redevelopment Agency of the City of La Habra of Monday, September 16, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Gomez
Vice Chair Espinoza
Director Medrano
Director Nigsarian
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.



City of
LA HABRA

La Habra Civic Improvement Authority Agenda Report

Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE CHAIR AND DIRECTORS

FROM: JIM SADRO, EXECUTIVE DIRECTOR
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE LA HABRA CIVIC IMPROVEMENT AUTHORITY MEETING MINUTES

RECOMMENDATION:

That the Civic Improvement Authority approve the La Habra Civic Improvement Authority Meeting Minutes of:

- August 19, 2024
- September 3, 2024
- September 16, 2024
- October 7, 2024
- October 21, 2024

Attachments

Civic Improvement Authority Minutes of 8/19/2024
Civic Improvement Authority Minutes of 9/3/2024
Civic Improvement Authority Minutes of 9/16/2024
Civic Improvement Authority Minutes of 10/7/2024
Civic Improvement Authority Minutes of 10/21/2024

MINUTES

LA HABRA CIVIC IMPROVEMENT AUTHORITY

REGULAR MEETING 6:30 P.M.

&

REGULAR JOINT MEETING WITH THE
CITY COUNCIL OF THE CITY OF LA HABRA,
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LA HABRA,
CITY OF LA HABRA HOUSING AUTHORITY,
AND LA HABRA UTILITY AUTHORITY

Monday, August 19, 2024

REGULAR MEETING & REGULAR JOINT MEETING 6:30 P.M.:

CALL TO ORDER: Mayor/Director Nigsarian called the Regular Meeting of the La Habra Civic Improvement Authority and Regular Joint Meeting with the City Council of the City of La Habra, Successor Agency to the Redevelopment Agency of the City of La Habra, City of La Habra Housing Authority, and La Habra Utility Authority to order at 6:42 p.m. in the City Council Chamber, located at 100 East La Habra Boulevard, La Habra, California.

INVOCATION: City Attorney/Legal Counsel Jones

PLEDGE OF ALLEGIANCE: Councilmember/Director Medrano

COUNCILMEMBERS/DIRECTORS PRESENT: Mayor/Director Nigsarian
Councilmember/Director Gomez
Councilmember/Director Medrano

COUNCILMEMBERS/DIRECTORS ABSENT: Mayor Pro Tem/Director Espinoza (excused absence)
Councilmember/Director Surich (excused absence)

OTHER OFFICIALS PRESENT: City Manager/Executive Director Sadro
City Attorney/Legal Counsel Jones
Management Analyst II Hurt
City Clerk/Secretary Barone
Assistant City Clerk Lopez

CLOSED SESSION ANNOUNCEMENT:

City Attorney Jones announced that he and Councilmember/Director Gomez recused themselves from the City Council Closed Session Item 1, and that Closed Session was continued to a date to be determined.

PROCLAMATIONS/PRESENTATIONS:

1. RECOGNITION OF THE OSNAYA FAMILY AS THE 2024 RESIDENTIAL BEAUTIFICATION AWARD RECIPIENT

Mayor Nigsarian, City Council, and Community Services Commissioners Gabriela Garcia, Annette Guerra Limon, and Denise Schmidt presented a Certificate of Recognition to the Osnaya Family.

2. PROCLAIM SEPTEMBER 2024 AS "HUNGER ACTION MONTH" IN THE CITY OF LA HABRA

Mayor Nigsarian and the City Council presented a proclamation to Director of Marketing and Public Affairs for Second Harvest Food Bank of Orange County Sara Bazant.

PUBLIC COMMENTS:

Michelle Bernier, La Habra resident, spoke.

CONSENT CALENDAR:

Moved by Councilmember/Director Gomez, seconded by Councilmember/Director Medrano, and CARRIED (3-0) TO APPROVE CITY COUNCIL CONSENT CALENDAR ITEMS 1 THROUGH 9; CITY COUNCIL, AGENCY & AUTHORITIES ITEM 1; CITY COUNCIL & UTILITY AUTHORITY ITEM 1; SUCCESSOR AGENCY ITEM 1, CIVIC IMPROVEMENT AUTHORITY ITEM 1, and HOUSING AUTHORITY ITEM 1.

Said motion CARRIED by the following vote:

AYES: Mayor/Director Nigsarian, Councilmember/Director Gomez,
Councilmember/Director Medrano

NOES: NONE

ABSTAIN: NONE

ABSENT: Mayor Pro Tem/Director Espinoza, Councilmember/Director Surich

CITY COUNCIL:

1. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.
2. APPROVE ADOPTION OF AN AMENDED CONFLICT OF INTEREST CODE

That the City Council APPROVE AND ADOPT **RESOLUTION NO. CC 2024-22** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, REPEALING RESOLUTION NO. 6082 AND ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF LA HABRA PURSUANT TO GOVERNMENT CODE SECTION 81000, ET SEQ., AS REQUIRED BY STATE LAW.

3. APPROVE NOTICE OF COMPLETION FOR THE NEIGHBORHOOD K, L, M TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 3-TC-19; NEIGHBORHOOD J, F, & N TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 3-TC-20; AND NEIGHBORHOOD E, A, & C TRAFFIC MANAGEMENT PLANS, CITY PROJECT NO. 4-TC-20

That the City Council approve the Notice of Completion for the Neighborhood K, L, & M Traffic Management Plans, City Project No. 3-TC-19; Neighborhood J, F, & N Traffic Management Plans, City Project No. 3-TC-20; Neighborhood E, A, & C Traffic Management Plans, City Project No. 4-TC-20; and authorize staff to send the Notice of Completion for recordation.

4. APPROVE THE CITY OF LA HABRA 2023 ENGINEERING AND TRAFFIC SURVEY

That the City Council:

- A. Approve the City of La Habra 2023 Engineering and Traffic Survey prepared by RK Engineering Group, Inc., dated September 29, 2023; and,
- B. Approve and adopt **RESOLUTION NO. CC 2024-23** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA ESTABLISHING SPEED ZONES ON CERTAIN CITY STREETS AND RESCINDING ALL PREVIOUS ESTABLISHED SPEED ZONES OF THOSE CERTAIN STREETS.

5. PROPOSED RESPONSE TO THE ORANGE COUNTY GRAND JURY REPORT TITLED, "TALKING TRASH: RECYCLABLES AND ORGANIC WASTE"

That the City Council:

- A. Receive and file this report;
- B. Authorize the Mayor to sign the attached response letter to the Orange County Grand Jury; and,
- C. Direct staff to submit the signed response letter to the Orange County Grand Jury.

6. PROPOSED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT TITLED, "LAW ENFORCEMENT'S RESPONSE TO MENTAL HEALTH CALLS FOR SERVICE"

That the City Council:

- A. Receive and file the report;
- B. Authorize the Mayor to sign the attached response letter; and,
- C. Direct staff to submit the signed response letter to the Orange County Grand Jury.

7. PROPOSED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT TITLED: "E- BIKES FRIEND OR FOE"

That the City Council:

- A. Receive and file the report;
- B. Authorize the Mayor to sign the attached response letter; and,
- C. Direct staff to send the signed response letter to the Orange County Grand Jury.

8. RECEIVE AND FILE THE TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2024

That the City Council receive and file the Treasurer's Investment Report for the quarter ending June 30, 2024.

9. WARRANTS: APPROVE NOS. 00145031 THROUGH 00145194 TOTALING 1,508,758.17; AND TYLER WARRANTS NOS. 165 THROUGH 304 TOTALING 1,786,112.52

That the City Council approve Nos. 00145031 through 00145194 totaling \$1,508,758.17; and approve Nos.165 through 304 totaling \$1,786,112.52.

CITY COUNCIL, AGENCY & AUTHORITIES:

1. FISCAL YEAR 2022-2023 AUDITED FINANCIAL REPORTS

That the City Council, City Agencies and City Authorities:

- A. Receive and file the audited Fiscal Year 2022-2023 Annual Comprehensive Financial Report (ACFR) for the City of La Habra; and,
B. Receive and file the audited Fiscal Year 2022-2023 Single Audit Report.

CITY COUNCIL & UTILITY AUTHORITY:

1. APPROVE AMENDMENT TO EXISTING SCOPE OF WORK FOR LUCAS BUILDERS, INC., TO THE EUCLID WATER MAIN REPLACEMENT PROJECT, CITY PROJECT 1- W-21, TO INCLUDE THE INSTALLATION OF AN 8-INCH WATER MAIN ON HIDDEN LANE

That the City Council and Utility Authority:

- A. Authorize staff to issue a change order to the existing scope of work to Lucas Builders, Inc., to include the installation of approximately 230 linear feet of 8" water main on Hidden Lane, and be made part of the Euclid Water Main Replacement Project, City Project No. 1-W-1; and,
B. Authorize staff to increase the existing purchase order for this project from \$1,650,795 to \$2,156,023. If approved, the increased purchase order amount would provide sufficient funding for \$101,100 in additional proposed work on Hidden Lane, and \$319,923 to fund unanticipated Project expenditures on the original Euclid Street water project, and would include a 20 percent contingency on the additional requested funding; and,
C. Approve a budget appropriation of \$505,228 from the Utility Authority's unencumbered Water Fund balance to provide sufficient resources to complete this project.

SUCCESSOR AGENCY:

1. APPROVE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA MEETING MINUTES

That the Successor Agency approve the Successor Agency to the Redevelopment Agency of the City of La Habra Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

CIVIC IMPROVEMENT AUTHORITY:

1. APPROVE LA HABRA CIVIC IMPROVEMENT AUTHORITY MEETING MINUTES

That the Civic Improvement Authority approve the La Habra Civic Improvement Authority Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

HOUSING AUTHORITY:

1. APPROVE CITY OF LA HABRA HOUSING AUTHORITY MEETING MINUTES

That the Housing Authority approve the City of La Habra Housing Authority Meeting Minutes of:

- June 3, 2024
- June 17, 2024
- July 1, 2024
- July 15, 2024
- August 5, 2024

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION: None.

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS:

CITY COUNCIL:

1. CONSIDER RENAMING VISTA GRANDE PARK TO CENTENNIAL PARK AS PART OF THE CITY'S 2025 CENTENNIAL CELEBRATION

Moved by Councilmember Gomez, seconded by Councilmember Medrano, and CARRIED (3-0) THAT THE CITY COUNCIL CONTINUE THIS ITEM TO A FUTURE MEETING DATE TO BE DETERMINED.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Councilmember Gomez, Councilmember Medrano
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Espinoza, Councilmember Surich

2. CONSIDER RESOLUTION IN SUPPORT OF INITIATIVE NO. 23-0017A1, "THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT", ALSO KNOWN AS PROP 36

Management Analyst II Hurt presented the staff report.

Mayor Nigsarian invited the public to testify at 6:58 p.m. There was no public testimony.

There was no City Council discussion.

Moved by Councilmember Medrano, seconded by Councilmember Gomez, and CARRIED (3-0) THAT THE CITY COUNCIL CONSIDER, APPROVE, AND ADOPT **RESOLUTION NO. CC 2024-24** ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA, CALIFORNIA, ADOPTING A RESOLUTION IN SUPPORT OF THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT, INITIATIVE NO. 23-0017A1.

Said motion CARRIED by the following vote:

AYES: Mayor Nigsarian, Councilmember Gomez, Councilmember Medrano
NOES: NONE
ABSTAIN: NONE
ABSENT: Mayor Pro Tem Espinoza, Councilmember Surich

MAYOR'S COMMUNITY CALENDAR:

Mayor Nigsarian announced upcoming community events and activities.

COMMENTS FROM STAFF: None.

COMMENTS FROM COUNCILMEMBERS/DIRECTORS:

Each City Councilmember reported on their attendance to current community events and activities.

ADJOURNMENT: Mayor/Director Nigsarian adjourned the meeting in memory of Ventura De La Torre at 7:11 p.m. to Monday, September 16, 2024, at 5:30 p.m. in the City Council Closed Session Room 112c, 100 East La Habra Boulevard, followed by the Regular Meeting at 6:30 p.m. in the City Council Chamber.

Respectfully submitted,

Rhonda J. Barone, CMC
City Clerk/Secretary

These Minutes were approved on _____.

MINUTES

LA HABRA CIVIC IMPROVEMENT AUTHORITY

REGULAR MEETING

TUESDAY, SEPTEMBER 3, 2024

The Regular Meeting of the La Habra Civic Improvement Authority of *Tuesday, September 3, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the outside bulletin boards of the south entrance of City Hall and Council Chamber, as required by law.

(*Monday, September 2, 2024, was a holiday; therefore, per Municipal Code Section 2.04.020, in the event a regular meeting falls on a legally recognized holiday, such regular meeting shall be held on the next succeeding business day.)

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

LA HABRA CIVIC IMPROVEMENT AUTHORITY

REGULAR MEETING

MONDAY, SEPTEMBER 16, 2024

The Regular Meeting of the La Habra Civic Improvement Authority of Monday, September 16, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance law.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

LA HABRA CIVIC IMPROVEMENT AUTHORITY

REGULAR MEETING

MONDAY, OCTOBER 7, 2024

The Regular Meeting of the La Habra Civic Improvement Authority of Monday, October 7, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance law.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

LA HABRA CIVIC IMPROVEMENT AUTHORITY

REGULAR MEETING

MONDAY, OCTOBER 21, 2024

The Regular Meeting of the La Habra Civic Improvement Authority of Monday, October 21, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance law.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.



Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE CHAIR AND DIRECTORS

FROM: JIM SADRO, EXECUTIVE DIRECTOR
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE CITY OF LA HABRA HOUSING AUTHORITY MEETING MINUTES

RECOMMENDATION:

That the Housing Authority approve the City of La Habra Housing Authority Meeting Minutes of:

- September 16, 2024
- October 7, 2024
- October 21, 2024

Attachments

Housing Authority Minutes of 9/16/2024
Housing Authority Minutes of 10/7/2024
Housing Authority Minutes of 10/21/2024

MINUTES

CITY OF LA HABRA HOUSING AUTHORITY

REGULAR MEETING 6:30 P.M.

Monday, September 16, 2024

REGULAR MEETING 6:30 P.M.:

CALL TO ORDER: Chair Nigsarian called the Regular Meeting of the City of La Habra Housing Authority to order at 7:50 p.m. in the City Council Chamber, located at 100 East La Habra Boulevard, La Habra, California.

DIRECTORS PRESENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

DIRECTORS ABSENT: None

OTHER OFFICIALS PRESENT: Executive Director Sadro
Legal Counsel Jones
Assistant City Manager Yap
Management Analyst II Hurt
Assistant City Clerk Lopez

PUBLIC COMMENTS: None.

CONSENT CALENDAR:

Moved by Director Gomez, seconded by Director Medrano, and CARRIED UNANIMOUSLY (5-0) TO APPROVE CONSENT CALENDAR ITEMS 1 THROUGH 3.

Said motion CARRIED by the following vote:

AYES: Chair Nigsarian, Vice Chair Espinoza, Director Gomez, Director Medrano, Director Surich

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

1. **PROCEDURAL WAIVER:** Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.
2. **APPROVE CITY OF LA HABRA HOUSING AUTHORITY MEETING MINUTES**

That the Housing Authority approve the City of La Habra Housing Authority Meeting Minutes of:

- August 19, 2024
- September 3, 2024

3. APPROVE THE LA HABRA HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2023-2024 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34328 AND 34328.1 FOR SUBMITTAL TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

That the Housing Authority approve the La Habra Housing Authority Report for Fiscal Year 2023-2024 pursuant to Health and Safety Code Section 34328 and 34328.1 for submittal to the State Department of Housing and Community Development.

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION: None.

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS: None at this time.

COMMENTS FROM STAFF: None.

COMMENTS FROM DIRECTORS:

Director Gomez reported on his attendance to current community events and activities.

Director Medrano requested the meeting be adjourned in memory of Manuel Bogosian.

Director Gomez requested the meeting be adjourned in memory of Andy Gomez.

ADJOURNMENT: Chair Nigsarian adjourned the meeting in memory of Manuel Bogosian and Andy Gomez at 7:54 p.m.

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

CITY OF LA HABRA HOUSING AUTHORITY

REGULAR MEETING

MONDAY, OCTOBER 7, 2024

The Regular Meeting of the City of La Habra Housing Authority of Monday, October 7, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with law.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

CITY OF LA HABRA HOUSING AUTHORITY

REGULAR MEETING

MONDAY, OCTOBER 21, 2024

The Regular Meeting of the City of La Habra Housing Authority of Monday, October 21, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with law.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.



City of
LA HABRA

La Habra Utility Authority Agenda Report

Item No. 1.

MEETING DATE: 11/04/2024

TO: HONORABLE CHAIR AND DIRECTORS

FROM: JIM SADRO, EXECUTIVE DIRECTOR
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: APPROVE CITY OF LA HABRA UTILITY AUTHORITY MEETING MINUTES

RECOMMENDATION:

That the City of La Habra Utility Authority approve the Utility Authority Meeting Minutes of:

- October 7, 2024
- October 21, 2024

Attachments

Utility Authority Minutes 10/7/2024
Utility Authority Minutes 10/21/2024

MINUTES

LA HABRA UTILITY AUTHORITY

REGULAR MEETING 6:30 P.M.

Monday, October 7, 2024

REGULAR MEETING 6:30 P.M.:

CALL TO ORDER: Chair Nigsarian called the Regular Meeting of the La Habra Utility Authority to order at 7:31 p.m. in the City Council Chamber, located at 100 East La Habra Boulevard, La Habra, California.

DIRECTORS PRESENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

DIRECTORS ABSENT: NONE

OTHER OFFICIALS PRESENT: Executive Director Sadro
Legal Counsel Collins
Assistant City Manager Yap
Management Analyst II Hurt
Secretary Barone
Assistant City Clerk Lopez

PUBLIC COMMENTS: None.

CONSENT CALENDAR:

Moved by Director Gomez, seconded by Director Medrano, and CARRIED UNANIMOUSLY (5-0) TO APPROVE CONSENT CALENDAR ITEMS 1 THROUGH 3.

Said motion CARRIED by the following vote:

AYES: Chair Nigsarian, Vice Chair Espinoza,
Director Gomez, Director Medrano, Director Surich

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

1. **PROCEDURAL WAIVER:** Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.

2. APPROVE CITY OF LA HABRA UTILITY AUTHORITY MEETING MINUTES

That the City of La Habra Utility Authority approve the Utility Authority Meeting Minutes of:

- August 5, 2024
- August 19, 2024
- September 3, 2024
- September 16, 2024

3. APPROVE AN AGREEMENT WITH THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC) FOR SHARING CONSULTANT COSTS FOR AMERICA'S WATER INFRASTRUCTURE ACT UPDATES

That the Utility Authority:

- A. Authorize the Executive Director to enter into an agreement with Municipal Water District of Orange County (MWDOC) to share consultant costs, in the amount of \$66,700, for the Utility Authority's share of expenses related to updates to the Risk/Resiliency Assessment (RRA) and Emergency Response Plans (ERP); and,
- B. Authorize staff to issue a purchase order Municipal Water District of Orange County in the amount of \$66,700 for updates to the Authority's RRA and ERP.

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION: None.

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS: None at this time.

COMMENTS FROM STAFF: None

COMMENTS FROM DIRECTORS: None.

ADJOURNMENT: Chair Nigsarian adjourned the meeting at 7:33 p.m.

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.

MINUTES

LA HABRA UTILITY AUTHORITY

REGULAR MEETING

MONDAY, October 21, 2024

The Regular Meeting of the Utility Authority of the City of La Habra of Monday, October 21, 2024, that was to be held at 6:30 p.m. in the City Council Chamber located at, 100 East La Habra Boulevard, La Habra, California, was declared a cancelled meeting due to there being no business to consider at the time. A Notice of Cancelled Meeting declaring the same was posted on the bulletin boards outside of the south entrance of City Hall and Council Chamber, in accordance with.

AGENCY MEMBERS PRESENT: None

AGENCY MEMBERS ABSENT: Chair Nigsarian
Vice Chair Espinoza
Director Gomez
Director Medrano
Director Surich

Respectfully submitted,

Rhonda J. Barone, CMC
Secretary

These Minutes were approved on _____.



City of
LA HABRA
City Council Agenda Report

Consent
Item No.

MEETING DATE: 11/04/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: MAYOR'S COMMUNITY CALENDAR:

Attachments

Mayor's Community Calendar

CITY HALL CLOSED

In observance of the Veterans Day holiday, City Hall will be closed on:

Monday, November 11th

City Hall will reopen on:

Tuesday, November 12th

For questions, please call 562-383-4010.



VETERANS DAY CELEBRATION

To honor La Habra's Veterans, join us at the La Habra Veterans Day Event.

Monday, November 11th

11:00 A.M. – 12:00 P.M.

**La Habra Community Center
101 West La Habra Boulevard**

Recognize and thank the men and women who have served our nation! All veterans are welcome to this **FREE** event!

For more information, contact the Community Center at 562-383-4200.



VETERANS DAY

NOV
11



11:00
AM

CELEBRATION

FREE PROGRAM, OPEN TO THE PUBLIC

**LA HABRA COMMUNITY CENTER
101 W. LA HABRA BOULEVARD**

LA HABRA SENIOR WEEK

Join us for a week of free wellness and fun activities for adults age 55+ and their caregivers!

**Monday, November 11th
to Friday, November 15th
La Habra Community Center
101 West La Habra Boulevard**

There will be free health screenings, giveaways, activity classes, and more.

For more information, contact the Community Center at 562-383-4200.



City of La Habra Community Services Department
Senior Week 2024
November 11 - 15 At the La Habra Community Center
Free Events! Open to Seniors and Caretakers.

Monday, November 11

- **Veterans Day Ceremony**
11:00 A.M. - 12:00 P.M.
101 W. La Habra Blvd.

Tuesday, November 12

- **Fraud Prevention Session**
10:00 - 11:00 A.M.
- **Open House & Resources at Hillcrest (341 Hillcrest st., La Habra)**
10:00 A.M. - 1:00 P.M.
- Adult Volunteer Opportunities
- La Habra Collaborative
- La Habra Meals on Wheels
- Move More, Eat Healthy: Fitness in the Park

Wednesday, November 13

- **Community Garden Composting at San Miguel Del Allende Park (981 N. Euclid St., La Habra)**
9:30 - 10:00 A.M.
- **Move More, Eat Healthy Nutrition Class** *Free compost garden box while supplies last
10:00 - 11:00 A.M.
- **VCC Mobile Market**
11:00 A.M. - 12:00 P.M.
- **Senior Painting Class**
11:00 A.M. - 12:00 P.M.

Thursday, November 14

- **Tech with Teens**
9:30 - 11:30 A.M.
- **Senior Transportation Services Information Booths**
10:00 A.M. - 1:00 P.M.

Friday, November 15
9:00 A.M. - 12:00 P.M.
Senior Health and Wellness Fair
101 W. La Habra Blvd.

- Free Health Screenings**
- Meet Various Vendors**
- Transportation Provided**
*To arrange transportation, please call by November 4.
- Free Goodie Bags**
*While Supplies Last
- Raffles**



Please note: Scheduled events are subject to change.

Connect With Us 📞 562-383-4200 🌐 lahabraca.gov 📧 LHRecreation@lahabraca.gov

SENIOR DANCE

Boogie on down to our monthly senior dances!

Sunday, November 17th

2:00 P.M. – 4:00 P.M.

**La Habra Community Center
101 West La Habra Boulevard**

**Enjoy an afternoon of live music,
dancing, raffles, and dinner!**

**Pre-registration is required and the cost to attend is \$8
per person.**

Reserve your space in person at the
La Habra Community Center or by phone
by calling 562-383-4200.



LA HABRA TAMALE FESTIVAL

Join us for the 11th Annual La Habra Tamale Festival!

Saturday, December 7th

10:00 A.M. – 8:00 P.M.

**Between Euclid St. and East Bridenbecker Ave.
and at Portola Park**

**Enjoy live entertainment, holiday vendors, kids and family
activities, and TAMALES!**

For more information, contact the Community Center at
562-383-4200 or visit
www.LaHabraTamaleFestival.com



HOLIDAY WISHES

Spread holiday cheer and help children and families in need by giving to the 2024 Holiday Wishes Program!

We gratefully accept:

New toy donations (kids ages 2-16)

Financial donations

Gift Cards (Grocery stores, gas, restaurants, Walmart/Target)

Donations can be delivered through December 18th to the La Habra Community Center!

For more information, contact the Community Center at 562-383-4200.

2024 HOLIDAY WISHES



Every year the City of La Habra and the community unite for the **Holiday Wishes Program**, which supports children, families and seniors who are experiencing challenging circumstances. We invite you to make a difference this year by taking part in one of our giving options.



**FINANCIAL DONATIONS
GIFT CARDS**

**TOY DONATIONS (2-16 YRS.)
SPONSOR ACTIVITY BAGS \$25
FOR CHILDREN & SENIORS**

**DONATIONS MAY BE
DELIVERED THROUGH
DECEMBER 18TH TO:**

**LA HABRA COMMUNITY
CENTER
MONDAY - FRIDAY
8:00 A.M. - 5:00 P.M.**



MEASURE V

**Measure V is La Habra's
Emergency Services/Neighborhood
Safety/Community Protection
Measure.**

**It proposes renewing and updating the City's
current ½¢ local sales tax
at a 1¢ rate to continue helping
fund general city services.**

For more information, please visit
www.LaHabraCA.gov/MeasureV.



EST. 1925
CITY OF LA HABRA

What is Measure V?



**Learn More:
LaHabraCA.gov/MeasureV**

YOUR VOTE COUNTS

Make your voice heard, La Habra!

Election day is **Tuesday, November 5th!**

Remember to vote!

For more information regarding voting centers, please visit www.LaHabraCA.gov/Elections.



YOUR VOTE COUNTS

DON'T FORGET TO VOTE BY NOVEMBER 5!

DROP BOX LOCATIONS

24 HOURS

La Habra Branch Library
221 E La Habra Blvd

La Habra Family Resource Center
501 S Idaho St

VOTE CENTER LOCATIONS

Check your voter guide for times prior to Election Day. On Election Day, Vote Centers are open from 7:00 a.m. to 8:00 p.m.

OPENING OCTOBER 26

La Habra Community Center
101 W La Habra Blvd

OPENING NOVEMBER 2

La Habra City School District
500 N Walnut St

La Habra United Methodist Church
631 N Euclid St

VOTE BY MAIL

Every voter will be mailed a ballot. Ballots can be returned by mail, in person at a vote center, or at any official drop box location in Orange County.

WHAT'S ON THE BALLOT



Measure V



Three Council Seats

To learn more about the election...

LaHabraCA.gov/MeasureV
LaHabraCA.gov/Elections
Phone: 562-383-4030

**VOTE BY
NOV. 5**

VISIT OCVOTE.GOV

TO CHECK YOUR VOTER STATUS OR TO REGISTER TO VOTE.

COMMISSION MEETINGS

Planning Commission

La Habra Planning Commission meetings are held the **2nd and 4th Monday** of each month at 6:30 p.m. in the Council Chamber, 100 East La Habra Boulevard.

Community Services Commission

La Habra Community Services Commission meetings are held the **2nd Wednesday** of each month at 6:30 p.m. in the Council Chamber, 100 East La Habra Boulevard



WATER CONSERVATION

Do your Part to Protect our Resources!

Irrigation limited to **3 times**
per week

Odd addresses = Mon/Wed/Fri

Even Addresses = Tue/Thu/Sat

Turn off water for outdoor
irrigation **during or within 48 hours**
after measurable rainfall

Use of **potable water** for irrigation of
non-functional, ornamental turf
prohibited at commercial, industrial,
and institutional sites

Limit irrigation to no more than **15**
minutes per station with no runoff

No lawn irrigation between
10 a.m. - 4 p.m.

No washing of **hard surfaces**, such as
sidewalks/driveways

For more information, call 562.383.4170



City of La Habra

www.lahabraca.gov

Mayor's Community Calendar

"A Caring Community"